



**State of Florida
Department of Children and Families**

Ron DeSantis

Governor

Chad Poppell

Secretary

**OFFICE OF INSPECTOR GENERAL
MEMORANDUM OF MANAGEMENT REVIEW**

DATE: **February 7, 2019**

TO: **Chad Poppell, Secretary**

FROM: **Keith R. Parks, Inspector General** *KRP*

SUBJECT: **Management Review #2018-0110**

In accordance with section 20.055(7), Florida Statutes, which charges the Office of Inspector General to conduct investigations of allegations of fraud, waste, mismanagement, misconduct and other abuses in state government, we respectfully submit the following management review.

If you have questions or comments concerning the management review, please contact me at (850) 488-1225.

Attachment

Distribution:

Patricia Babcock, Deputy Secretary (report via PDF)

John Jackson, Acting General Counsel (report via PDF)

David Mica, Chief of Staff (report via PDF)

Rebecca Kapusta, Assistant Secretary for Operations (report via PDF)

Bronwyn Stanford, Southern Regional Managing Director (report via PDF)

JoShonda Guerrier, Assistant Secretary for Child Welfare (report via PDF)

Traci Leavine, Child Welfare Practice Director (report via PDF)

Scott Stewart, Assistant Secretary for Administration (report via PDF)

Diane Dusenbury, Interim Contract Services Director (report via PDF)

1317 Winewood Boulevard, Tallahassee, Florida 32399-0700

Mission: Work in Partnership with Local Communities to Protect the Vulnerable, Promote Strong and Economically Self-Sufficient Families, and Advance Personal and Family Recovery and Resiliency



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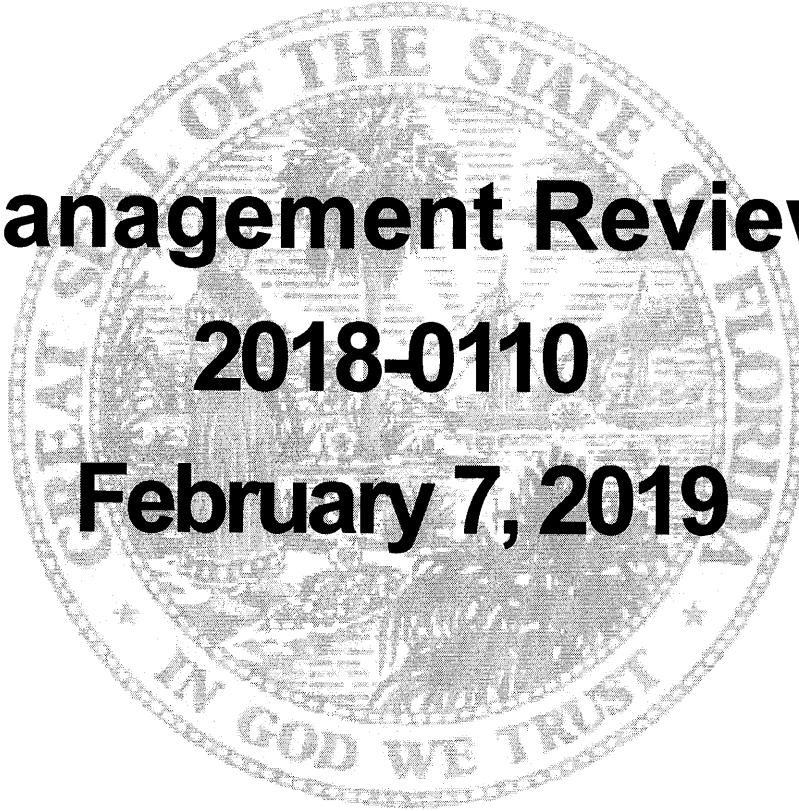
Office of Inspector General

Enhancing Public Trust in Government

Management Review

2018-0110

February 7, 2019



**Keith R. Parks
Inspector General**

**Amie H. Young, J.D.
Chief of Investigations**

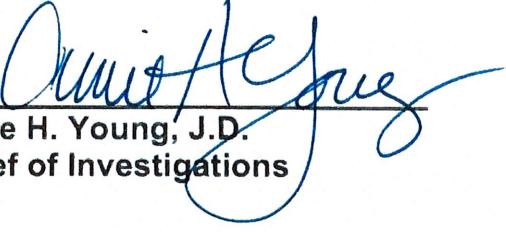
*“Provide leadership in the promotion of
accountability and integrity of State Government.”*

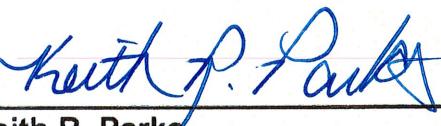


Mission: Work in Partnership with Local Communities to Protect the Vulnerable, Promote Strong and Economically Self-Sufficient Families, and Advance Personal and Family Recovery and Resiliency

Office of Inspector General
Management Review
Case Number: 2018-0110

The undersigned have remained free from personal or external impairments to independence and have consistently maintained an independent attitude and appearance in this assignment.


Amie H. Young, J.D.
Chief of Investigations


Keith R. Parks
Inspector General

2-7-19
Date Closed



Chad Poppell
Secretary

DEPARTMENT OF CHILDREN AND FAMILIES OFFICE OF INSPECTOR GENERAL



Keith R. Parks
Inspector General

Management Review
Case Number: 2018-0110

INTRODUCTION

On November 3, 2018, Miami-Dade Community-Based Care (CBC) Alliance (CBC Alliance¹) Board Member Evin Daly² sent an e-mail containing a written complaint, in which he outlined his concerns regarding the bidding process for lead CBC agency (lead agency) in the Southern Region (SR), to former Department of Children and Families (Department) Interim Secretary Rebecca Kapusta.³ In response to Mr. Daly's e-mail, on November 5, 2018, Ms. Kapusta requested that the Office of Inspector General (OIG) investigate the Invitation to Negotiate (ITN) process and whether any confidential information from that process was provided to anyone outside of the ITN Committee.⁴

Based on Ms. Kapusta's request, the OIG determined that a management review would be conducted to examine the following issues:

1. Whether proper procedures were followed throughout the ITN process for the lead agency in the SR.
2. Whether confidential information regarding the ITN process for the lead agency in the SR was provided to any individual not entitled to that information.

BACKGROUND

Our Kids of Miami-Dade/Monroe, Inc. (Our Kids) currently serves as the lead agency in the SR.⁵ Our Kids provides foster care and related services to children and families in Miami-Dade and Monroe Counties. Contract #KJ114 will expire on June 30, 2019. The contract amount for the 10-year period totals \$1,005,392,639.19.

On March 22, 2018, the Department posted an ITN (#SNR18FS01ITN) for lead agency in the SR. Sealed replies were due on June 22, 2018, and responsive replies were received from both Our Kids and Citrus Health Network, Inc. [d/b/a Citrus Family Care Network, Inc. (Citrus)]. Evaluation of the replies was completed on July 17, 2018, and former Department Secretary Mike Carroll⁶ approved both prospective vendors to move forward with negotiations.

¹ The CBC Alliance was formed by community leaders to engage the child welfare community, system stakeholders, and community parents to identify and address system challenges and barriers that impact outcomes for children and families. The CBC Alliance has approximately 25 members representing entities involved with or knowledgeable about the child welfare system in Miami-Dade County.

² Mr. Daly is the Executive Director of One Child International, Inc., an international child protection agency that specializes in child abuse and domestic violence prevention and child protection systems.

³ Ms. Kapusta was appointed Interim Secretary effective September 7, 2018. Effective January 8, 2019, Ms. Kapusta returned to her previously-held position with the Department as Assistant Secretary for Operations.

⁴ ITN Committee refers to all Negotiators, Evaluators, Subject Matter Experts (SMEs), Technical Advisors (TAs), Procurement Manager (PM), and Procurement Advisor (PA).

⁵ Our Kids was part of the CBC pilot project (Chapter 2006-30, Laws of Florida) through Contract #KJ994 (effective July 1, 2006 through June 30, 2009) and continued as lead agency in the SR under Contract #KJ114 (effective July 1, 2009 through June 30, 2019).

⁶ Effective September 6, 2018, Mr. Carroll was no longer employed by the Department.

The key scheduled ITN events from March 2018 to December 2018, published as of October 24, 2018, included the following:

Task Name	Duration	Start Date	Finish Date
Development of Solicitation	72 Days	January 2, 2018	March 14, 2018
Obtain Alliance Recommendations	33 Days	January 4, 2018	February 12, 2018
Kick-Off Meeting with Executive Leadership	1 Day	January 11, 2018	January 11, 2018
Post the Solicitation	91 Days	March 22, 2018	June 22, 2018
Solicitation Conference (Public)	1 Day	April 18, 2018	April 18, 2018
Post Response to Written Inquiries	49 Days	April 30, 2018	June 22, 2018
Receive Intent to Reply	50 Days	March 22, 2018	June 1, 2018
Open the Replies (Public)	1 Day	June 22, 2018	June 22, 2018
Perform Evaluations and Cost Scoring	28 Days	June 22, 2018	July 17, 2018
Validation of Evaluation Scoring (Public)	1 Day	June 17, 2018	July 17, 2018
Post Short List	3 Days	July 19, 2018	July 24, 2018
Oral Presentations (Public)	1 Day	July 25, 2018	July 25, 2018
Negotiation Strategy	1 Day	September 24, 2018	September 24, 2018
Conduct Negotiations (Public)	4 Days	October 2, 2018	October 9, 2018
Initial Recommendation for Award (Public)	1 Day	October 10, 2018	October 10, 2018
Additional Opportunity for Public Comments (Public)	1 Day	November 8, 2018	November 8, 2018
Final Negotiation Strategy	1 Day	November 19, 2018	November 19, 2018
Recommendation for Award (Public)	1 Day	November 19, 2018	November 19, 2018
Post Notice of Intent to Award	1 Day	December 3, 2018	December 6, 2018

The ITN Committee, selected by SR Regional Managing Director (RMD) Alison “Bronwyn” Stanford and approved by Mr. Carroll, consisted of the following:

ITN Role	Name ⁷
Evaluator/Negotiator	SR Deputy RMD Gilda Ferradaz
Evaluator/Negotiator	SR Family and Community Services Director Charles Scherer
Evaluator/Negotiator	SR Family Safety Program Manager Sonia de Escobar
Evaluator/Negotiator	SR Children's Legal Services (CLS) Regional Director Joye Clayton
Evaluator/Negotiator	SR Regional Substance Abuse and Mental Health (SAMH) Behavioral Health Performance Analyst Conchita Lundblad
Evaluator/Negotiator	11th Judicial Circuit Judge Jeri Cohen

⁷ Names in blue are current Department employees, names in orange are former Department employees, and names in black are individuals that have never worked for the Department.

ITN Role	Name ⁷
Evaluator/Negotiator	Early Learning Coalition of Miami-Dade/Monroe (ELC) Chief Executive Officer (CEO) Evelio Torres ⁸
Evaluator/Negotiator	Crabtree & Auslander, LLC Partner Charles Auslander⁹
Negotiator	Southeast Region (SER) Director of Child Welfare Kimberly Welles
Negotiator	State Senator Rene Garcia¹⁰
Negotiator/Evaluation Procurement Advisor	SR Contract Management Administrator Debra Kuhn
Evaluator/Technical Advisor	SR Budget Director Rolando Barrios
Negotiation Procurement Advisor	SR and SER Contract Administrator Jeffrey Ferraro
Technical Advisor	SR Director of CBC Accountability and Compliance Lourdes Pons
Technical Advisor	SR RMD Bronwyn Stanford
Technical Advisor	Northwest Region RMD Walter Sachs
Procurement Manager	SR CBC Contract Manager Yanina Menendez

METHODOLOGY

The management review addresses three main issues¹¹ stemming from complaints received by the OIG pertaining to the procurement of the lead agency contract in the SR. To meet the objectives of this management review, the OIG interviewed 62 witnesses¹² and reviewed documentation and recordings, including the ITN file, which consisted of 290 files as of January 25, 2019.¹³

The OIG focused on the following aspects of the procurement process: Planning and Development, ITN Committee Selection, ITN Committee Training, Roles and Responsibilities, Public Comment, and the Conflict of Interest Questionnaire. Best Practices throughout this report were determined based on Children and Families Operating Procedure (CFOP) 75-2, the Department of Children and Families Procurement and Contracting Playbook (the Playbook), and Florida Statutes.

⁸ Mr. Torres has been in his role as the CEO of ELC since January 2, 2007. Prior to his current position, he worked for an organization called Kids Hope United, Inc. (a prior subcontracted agency with Our Kids) for three years and in various positions for the Department from July 11, 1985 to August 6, 2004, with his last position being the Program Administrator for the Family Safety Program Office (now known as the Office of Child Welfare). Mr. Torres is not related to Citrus Assistant Clinical Coordinator Marta Torres.

⁹ Mr. Auslander held various positions in the Department in the 1990s to the early 2000s, his last position held was as SR District Administrator.

¹⁰ Senator Garcia was elected to the House of Representatives in 2000 and served through 2008. He was elected to the Florida State Senate in 2010 and served through 2018.

¹¹ Issue 1 and Issue 2 were from the initial complaints. Issue 3 was raised during the course of the investigation and is addressed in the Additional Issue and Finding section of this management review.

¹² Witnesses included members of the Miami-Dade community, Department, ITN Committee, Our Kids, Citrus, Family Resource Center of South Florida, Inc. (FRC), Center for Family and Child Enrichment, Inc. (CFCE), and a contract procurement expert with the Department of Management Services (DMS).

¹³ The OIG had access to a shared electronic ITN file, which was maintained by Ms. Kuhn.

ISSUES AND FINDINGS**Issue 1**

Whether proper procedures were followed throughout the Invitation to Negotiate (ITN) process for the lead community-based care (CBC) agency in the Southern Region.

Governing Directives

§ 20.19(5)(a), F.S.; § 112.311(5) and (6), F.S.; § 112.313(1), (6), and (8), F.S.; § 119.01(1), F.S.; § 286.011(1), F.S.; § 286.0113(2)(b) and (c), F.S.; § 287.001, F.S.; § 287.057(17)(a) and (b) and (19), F.S.; § 409.987(5), F.S.; § 409.996(21)(a), (b), and (c), F.S.; Rule 60L-36.005(1) and (3)(e) and (f)2., F.A.C.; Section 1-8.c.(5) and (6)(b), CFOP 60-55; Chapters 1 and 2, CFOP 75-2; and the Department of Children and Families Procurement and Contracting Playbook.

Findings**WITNESS TESTIMONY**

The following individuals were interviewed:

- Assistant Secretary for Operations Rebecca Kapusta
- Rutledge Ecenia, PA Shareholder Stephen Menton

The following ITN Committee members were interviewed:

- SR Deputy RMD Gilda Ferradaz
- SR Family and Community Services Director Charles Scherer
- SR Family Safety Program Manager Sonia de Escobar
- SR CLS Regional Director Joye Clayton
- SR Regional SAMH Behavioral Health Performance Analyst Conchita Lundblad
- 11th Judicial Circuit Judge Jeri Cohen
- ELC CEO Evelio Torres
- Crabtree & Auslander Partner Charles Auslander
- SER Director of Child Welfare Kimberly Welles
- SR Contract Management Administrator Debra Kuhn
- SR Budget Director Rolando Barrios
- SR Director of CBC Accountability and Compliance Lourdes Pons
- SR RMD Bronwyn Stanford
- Northwest Region RMD Walter Sachs
- SR CBC Contract Manager Yanina Menendez

BEST PRACTICE

The program office assigns a PM and together they select the Contracting Team.¹⁴ The PM provides a list of proposed Evaluators and Negotiators on the contract plan and shall “consider individuals who have experience and knowledge in program areas and service requirements for which the contractual services are sought.”¹⁵ When procuring for a lead agency, individuals from the community alliance¹⁶ that will be included on the evaluation team should be listed. The list will include at least six individuals, though only three Negotiators are required. If the contract exceeds \$1 million in any fiscal year, at least one person selected must be a Florida Certified Contract Negotiator (FCCN). If the value exceeds \$10 million in any fiscal year, at least one person selected must be a certified Project Management Professional (PMP). If required to have an FCCN and/or PMP, there should be two individuals for each role.¹⁷ Once the contract plan is approved by the Secretary, the PM selects Negotiators and Evaluators from the approved list.

The PM works with the team to develop a contracting plan with the following sections: Program Information and Points of Contact; Executive Summary; Need Identification; Past Performance Review; Cost, Financing, and Budget; Regulated Exemption; Market Research and Estimated Costs; Business Case Executive Summary; Method of Procurement Selection; Proposed Evaluators; Proposed Negotiators; Federal Subrecipient vs. Contractor Checklist; Florida Single Audit Act Checklist; and Procurement Stages Schedule.

ACTUAL

Ms. Menendez was the PM¹⁸ for this procurement. She has been the contract manager for Our Kids since 2009 (under the previous contract) and worked with Our Kids daily, so she knew the scope of work. She is a Florida Certified Contract Manager (FCCM), trained by the Department of Financial Services (DFS). Ms. Kuhn could not be the PM because she (Ms. Kuhn) was the only PMP in the SR.¹⁹

Ms. Stanford could not recall when she began planning for this ITN. At the beginning of the process, she requested input from the CBC Alliance on approximately three occasions. Ms. Stanford, Ms. Pons, Ms. Ferradaz, and Ms. Kuhn worked together on developing the criteria for and writing the ITN. Ms. Stanford also consulted with Mr. Barrios, Mr. Sachs, and Mr. Carroll, and hired an attorney (Mr. Menton).

¹⁴ Personnel involved throughout all stages of the procurement process typically composed of finance and budget, the originating program office, Office of Contracted Client Services (OCCS), and Office of General Counsel (OGC).

¹⁵ Playbook 2.2.10.

¹⁶ In the SR, the CBC Alliance is the community alliance.

¹⁷ Playbook 2.2.11.

¹⁸ On January 2, 2018, Circuit 11 Government Operations Consultant II Simone Knight was assigned as PM for this contract; however, she left the Department on March 8, 2018, and Ms. Menendez was given the assignment on March 22, 2018.

¹⁹ According to Ms. Kuhn, she is also an FCCN.

Ms. Stanford was focused on the criteria for the ITN because she knew what she wanted to see in terms of improvement of the system. The Negotiation Team²⁰ members were aware that Ms. Stanford created the ITN criteria; she emphasized to the Negotiators during strategy sessions that she included and weighed certain criteria because she wanted them to ask a lot of questions about those specific issues.

When asked whether she consulted with others (while planning and creating the ITN criteria), such as former Deputy Secretary David Fairbanks,²¹ she replied, "No." When asked whether the criteria were created to be responsive to the *H.G. v. Carroll*²² lawsuit, she responded that "a lot" of the issues outlined in the lawsuit are real issues in child welfare statewide and it would be "silly" not to address the issues in the lawsuit. When asked, Ms. Stanford indicated that the lawsuit speaking negatively about Our Kids would not have influenced the Negotiators and explained that she did not give the Negotiators details of the lawsuit and may not have even mentioned it to them. In everything she did, she tried not to influence the Negotiators.

According to Ms. Ferradaz, she and Ms. Stanford met one-on-one to discuss what to include in the contract and their discussions included an upcoming settlement agreement (for future services that must be provided by lead agencies). The one-on-one discussions were not recorded or documented, as it was her (Ms. Ferradaz's) understanding that they did not need to be.

Ms. Kuhn explained that she, Ms. Ferradaz, Mr. Scherer, Ms. Stanford, and Ms. Pons developed the ITN. SER Contracts Regional Program Administrator Patricia Tilford and the Central Region assisted in developing the documents. Ms. Kapusta said that in her role as "agency counsel," she reviewed the ITN to determine whether it addressed the issues raised in *H.G. v. Carroll* and other than that, she had no role in the planning and development of the ITN. Ms. Pons stated that her first experience with the ITN process was when Ms. Stanford and Ms. Ferradaz held meetings on the ITN Committee (date not specified).

Mr. Sachs recalled that in early Spring 2018, he and Mr. Fairbanks discussed the ITN roles of the individuals involved, such as who would serve as the Lead Negotiator and his (Mr. Sachs') role. He remembered discussing the number of individuals on the Negotiation Team as well as SMEs²³ or TAs to support the team, even though they could not sit at the table and vote. The more community members on the team, the fewer experts would be on the team; therefore, an SME or TA would be used to get information out during the strategy sessions.

²⁰ Negotiation Team refers to all Department selected Negotiators.

²¹ Effective December 13, 2018, Mr. Fairbanks was no longer employed by the Department.

²² *H.G. v. Carroll* is a class action lawsuit filed on February 20, 2018 with the U.S. District Court, Northern District of Florida, Tallahassee Division. The lawsuit named the Department and Mr. Carroll as the defendants and is on behalf of the children in foster care in the SR, to include those under the care of Our Kids.

²³ SMEs are not the same as TAs.

RECORDS REVIEWED

Department E-mails

An OIG review of Department e-mails revealed the following pertinent information:

- In an April 16, 2018 e-mail to Ms. Kuhn, Budget and Legislative Liaison Jane McElroy wrote, “*...I did a side by side comparison of the Complaint, the Attachment I and the Evaluator Manual to show that all issues were addressed...*”
- In an April 17, 2018 e-mail to Ms. Kuhn, Ms. McElroy wrote, “[Assistant Secretary for Child Welfare JoShonda Guerrier] spoke with [Ms. Kapusta]. She still has concerns but has agreed they can be addressed during the negotiations so you can continue with the Solicitation Conference tomorrow. I would suggest your RMD circle back around with [Ms. Kapusta] so you are clear about the issues that [Ms. Kapusta] wants addressed during the negotiations...”
- In a May 17, 2018 e-mail to Ms. Stanford, Ms. Ferradaz, and Ms. Pons, Ms. Kuhn wrote, “*Things are moving along with the ITN...So, there are a few things that need our immediate attention...Identify our [TAs] and [SMEs]...*”

BEST PRACTICE

The PM selects the Evaluators and Negotiators from the pre-approved list contained in the contracting plan template (PMT-02-1718). In selecting proposed Negotiators, the PM will consider individuals that collectively have experience and knowledge in negotiating contracts, contract procurement, and the program areas and services for the contract. The PM shall select SMEs “based on their knowledge or expertise in topics related to the procurement.”²⁴ All approved and selected Evaluators and Negotiators are notified of their designated roles and the information is logged in the Historical Documentation Log in the contract file. Upon approval of the contracting plan, the PM will select Evaluators from those listed in the contracting plan.

ACTUAL

When asked who selects the Negotiation Team, Ms. Menendez responded, “Usually...the region or central office, a list of experienced people...people that are familiar with the program, ...heavy programmatic representation...ideally for every major component of the services you are trying to procure...” She added that input from the community is desired. She did not know personally who selected or recommended the individuals on the list, which was sent to Tallahassee for the Secretary to select the Negotiators and Evaluators.

Ms. Stanford said that she, with Ms. Ferradaz’s assistance, prepared the list of recommended Negotiators and Evaluators. She wanted to formulate a team with a variety of experts and said that selecting the team was one thing she “lost sleep over.” Ms. Ferradaz said they chose team members with CBC experience, legal experience,

²⁴ Playbook 6.1.10.

mental health experience, etc., and there were no disagreements on the final selection. Ms. Stanford did not recall Mr. Carroll rejecting anyone she recommended.

Ms. Kuhn indicated that ITN Committee composition was ultimately decided by management (Ms. Stanford in particular); however, she believed discussions on the topic were had with Mr. Scherer, Ms. Ferradaz, and Ms. Pons. She recalled that in January 2018, the initial Evaluators, Negotiators (who were required to have some expertise), and individuals participating in the ITN were selected, but changed a couple of times around May 2018 or June 2018. When asked, Ms. Kapusta indicated that she did not provide input as to the selection of the Negotiators or Evaluators.

Ms. Stanford personally recruited each Negotiator, except Senator Garcia and Ms. Welles. She considered the perception of bias and scrutinized each individual she considered for the Negotiation Team.²⁵ When asked, Ms. Stanford indicated she did not consider that an individual being from the SR was an appearance of bias. It did not occur to her to recruit individuals from outside the SR because Miami is a different “animal” and she did not believe a person from a rural area would understand the specific needs of the SR community.

Ms. Stanford explained that Mr. Daly and former 11th Judicial Circuit Judge Cindy Lederman²⁶ were originally considered but removed from the list because she heard they had voiced opinions about the vendors.²⁷ When asked if she considered whether she could include Ms. Ferradaz or Ms. Kuhn as Negotiators after having them help draft the ITN, Ms. Stanford replied, “No.” She chose Ms. Ferradaz as the Lead Negotiator because Ms. Ferradaz follows processes “to a tee,” is very detail-oriented, and ensures everything is organized.

Senator Garcia recalled that he was invited to participate; however, could not recall how, by whom, or when he received the invite. When asked whether it appeared out of the norm for Mr. Carroll to suggest Senator Garcia be part of the team, Ms. Stanford indicated that she did not know but she felt she could have said no to Mr. Carroll if she thought Senator Garcia was not a good fit for the team. When asked, Ms. Kapusta stated that she probably would not have put Senator Garcia on the team due to his being an elected official but stated that Mr. Carroll was confident in Senator Garcia’s selection.

When asked about TAs, Ms. Kapusta indicated that Ms. Stanford and Ms. Pons served as TAs. Ms. Stanford said she selected Mr. Sachs, Mr. Barrios (as the financial expert), herself, and Ms. Pons as TAs. She originally wanted Mr. Sachs as the PM; however, he assisted former Our Kids CEO George Sheldon²⁸ in the past with procurements, so she felt she had to avoid the perception of bias toward Our Kids. Ms. Stanford stated that Ms. Welles telephoned her (unknown date) and expressed interest to be on the team. Ms. Stanford considered Ms. Welles a good candidate because she was from a different region, very knowledgeable, vocal, and willing to ask the hard questions. She hired Mr. Menton to ensure all legal processes were followed appropriately. When asked about

²⁵ With the exception of Senator Garcia, who Mr. Carroll asked to be put on the team.

²⁶ Judge Lederman’s term expired in January 2019.

²⁷ Ms. Stanford believed that Mr. Daly was removed from the list before it was submitted to Mr. Carroll.

²⁸ Mr. Sheldon passed away on August 23, 2018. Mr. Sheldon served as the Department Secretary from October 17, 2008 to March 2, 2011 and Our Kids CEO from July 17, 2017 to August 23, 2018.

community perception of her hands-on role as a TA, Ms. Stanford replied she thought it was the right thing to do.

RECORDS REVIEWED

Fairbanks Call Recording²⁹

An OIG review of an audio file entitled “Fairbanks Call” in the Department’s ITN file, of an approximately 19-minute conference telephone call that took place on July 19, 2018, revealed the following pertinent information:

The call was organized at Mr. Carroll’s request and coordinated by Ms. Ferradaz to discuss with the SR what their plan was to manage the Evaluators, Negotiators, and ITN process. Present on the call were Ms. Ferradaz, Ms. Kuhn, Ms. Stanford, Mr. Sachs, Ms. Kapusta, “Josie,”³⁰ and Mr. Fairbanks.³¹

Ms. Stanford confirmed that she, Ms. Ferradaz, Ms. Kuhn, and Ms. Pons wrote and weighed the questions intentionally relative to the lawsuit. Ms. Stanford indicated that the lawsuit was reviewed “line-by-line” and would be reviewed again before the negotiations to question both parties. She stated, “The lawsuit’s really controlling a lot of this, honestly” and “we changed the ITN and it hasn’t been changed in years, we were very intentional.”

Ms. Kuhn indicated that the Evaluators were given specific guidance via the Evaluation Manual, which contained all the questions to complete the evaluations; therefore, the Evaluators completed their evaluations based on information from the lawsuit.

BEST PRACTICE

Evaluators will use the Evaluation Manual when scoring the technical criteria specified in the ITN. It is highly recommended to provide training to Evaluators using the Evaluator Instructions and Training Presentation (PMB-01-1516). It is also highly recommended to provide training to SMEs using the SME Training and Instructions Presentation (PMB-02-1516).

²⁹ Ms. Stanford and Ms. Kapusta had no recollection of this conference telephone call.

³⁰ According to Ms. Ferradaz, “Josie” is Attorney Josefina “Josie” Tamayo. According to Ms. Kapusta, Ms. Tamayo is contracted to serve as Special Counsel for the Department in the *H.G. v. Carroll* lawsuit and would have participated in the call in that role.

³¹ There was no script introducing the attendees and voices are presumed based on other recordings and discussion throughout. According to Ms. Kuhn, Mr. Fairbanks organized the telephone call to ensure all issues in the *H.G. v. Carroll* lawsuit were addressed. Ms. Kuhn questioned whether she and Ms. Ferradaz could be included in the conversation. She told everyone in attendance that she and Ms. Ferradaz were in the room and they responded that was “okay.” When asked by the OIG Investigator if that violated the cone of silence, she responded, “No.” Ms. Kuhn confirmed that Mr. Fairbanks knew she and Ms. Ferradaz were Negotiators. Ms. Kuhn began the recording without anyone’s knowledge and when told that Mr. Fairbanks did not know it was recorded, she responded, “Yeah, okay, so.” Afterward, she indicated that individuals on the telephone, including Mr. Sachs and Ms. Kapusta, did not know the conversation was recorded.

The PM may train the Negotiators and conducts the following activities³²:

- *Prepare the Negotiation Training and Instructions (PBP-04-1516)*
- *Review the Negotiation Best Practices and Tips document (PBP-05-1516)*
- *Submit for review and approval from OGC*
- *Train the Negotiators one-on-one on both the Negotiation Training Guide and the Negotiation Best Practices*
- *Ensure the Conflict of Interest Questionnaire (CF-1124-1516) is signed (Section 1.6) by all Negotiators*
- *Log the information in the Historical Documentation Log (PCMT-01-1516)*

The PM should complete the following to train SMEs:

- *Use the SME Training and Instructions (PBP-02-1516) to prepare the Training Materials for the Subject Matter Experts*
- *Provide the training template to your Contract Administrator (CA) and OGC for review and approval*
- *Use the approved Subject Matter Expert Training Materials, developed above, to individually train each Subject Matter Expert on the Evaluation and Negotiation Process explaining their specific role during the Evaluation and Negotiation Process*
- *Ensure the Conflict of Interest Questionnaire (CF-1124-1516) is signed by all Subject Matter Experts and reviewed if necessary*
- *Log the information in the Historical Documentation Log (PCMT-01-1516)*

ACTUAL

The ITN team received training materials and a PowerPoint presentation detailing their roles, the cone of silence, expectations, rules, and limitations. Evaluators received paperwork explaining the ITN, criteria for responses, and the scoring process.

According to Ms. Pons, Ms. Kuhn provided a PowerPoint presentation, which outlined her responsibilities and limitations. Mr. Barrios indicated that he was not provided any guidance or specific training on his role as a TA.

Mr. Sachs did not recall receiving training on the role of a TA. The only significant guidance he recalled receiving was that a TA's role is to support the Negotiation Team, primarily during strategy sessions. A TA would provide any questions to the Lead Negotiator, who would then work with their team on how they could address it if it was something that they needed to do. If Mr. Sachs was provided any instructions, it would have been from Ms. Ferradaz via a memorandum or presentation.

Mr. Menton indicated that he gave a presentation at one of the first negotiation meetings (he could not recall which meeting) to explain the ITN process. He provided an oral presentation, but no documents, to the ITN Committee.

³² Playbook 6.4.1.

RECORDS REVIEWED**Negotiator Training Recording**

An OIG review of the July 18, 2018 Negotiator Training recording revealed the following pertinent information:

Ms. Ferradaz led the meeting³³ and read through the Negotiator Training PowerPoint slides. Ms. Stanford raised the question of whether a TA could give the Negotiators specific questions to ask the vendors, and if something was not answered for her (Ms. Stanford), could she forward a question one-on-one and/or during a strategy session. When consulted, Mr. Sachs responded that they could if the question was supported by fact and not comparing the vendors. The question was raised whether TAs could develop and suggest their own set of questions, to which Mr. Sachs advised that it would be better for Negotiators to create the questions; however, there are "no tight boundaries around that," just that they must be fact-based and not sharing opinion.

BEST PRACTICE

All Department employees participating in the procurement must become familiar with the Florida Code of Ethics, which describes ethical responsibilities and consequences for violations.

The following describes ethical considerations for a Department employee involved in the procurement and contract management process³⁴:

- *[Department] employees must be fair and honest in the selection, negotiation, and management process.*
- *[Department] employees must not pressure consultants and vendors to provide services beyond the scope of the contract or to provide services before an executed contract or an amendment to a contract is in place.*
- *[Department] employees must be vigilant to maintain the proper ethical standards and guard against even the appearance of collusion, particularly the acceptance of any gift.*
- *[Department] employees must avoid any appearance of impropriety by limiting their contacts with vendors who may respond to a procurement. [Department] employees do not discuss prices, other possible bidders, or provisions limiting bidders or giving any advantage to one bidder. All emails and written documentation prior to a procurement are subject to public records laws, and disclosure of the contents of private discussions during a bid protest is possible.*

³³ All ITN Committee members except Mr. Ferraro and Ms. Menendez were present either by telephone or in person. After the Negotiation Training, Ms. Ferradaz and Ms. Kuhn held an individual training for Judge Cohen, who joined 26 minutes into the Negotiation Training.

³⁴ Playbook 1.5.2.

- Section 287.057, F.S., prohibits a vendor, its employees, agents, or subcontractors with a material interest in the contract, from knowingly participating.

The following are the roles and responsibilities as outlined in the Playbook and recommended PowerPoint training materials³⁵:

Role	Responsibilities
Program Office	<p>Responsible for initiating the contracting plan Template (PMT-02-1718) and the contracting process through procurement, contract execution, and contract management.</p> <p>Coordinates with both OCCS and OGC in the development of procurement options, procurement documents, and contract documents.</p>
Procurement Manager (PM)	<p>Serves as the single point of contact throughout the procurement process.</p> <p>Responsible for overseeing, scheduling, and expediting the procurement process.</p> <p>Ensure the Conflict of Interest Questionnaire is signed by all Evaluators and SMEs and reviewed if necessary [6.1.11(5)].</p> <p>A PM provides support to the Evaluators throughout the evaluation process and is the point of contact for Evaluators and TAs. The PM documents Evaluator questions, submits questions to the appropriate TAs, ensures TAs respond to Evaluator questions timely, responds to all Evaluator questions and issues in a timely manner, communicates all answers to all Evaluators, cannot serve as a conduit of information among Evaluators, and cannot make recommendations, direct scores, or otherwise perform the role of an Evaluator.</p>
Procurement Advisor (PA)	<p>Support Procurement Manager during negotiations.</p> <p>Support Negotiators during negotiations.</p> <p>Prepare comparative analysis of vendor responses.</p> <p>The procurement advisors do not serve as conduits of information or opinions between Negotiation Team members.</p> <p>Cannot make recommendations, sway opinion or otherwise perform the role of a Negotiator.</p>
Evaluator	<p>Reviews and evaluates proposals or replies submitted in response to an ITB³⁶/RFP³⁷/ITN.</p> <p>Represents the Department and other stakeholders in the evaluation of vendor responses. Evaluators cannot discuss the responses or evaluation process with anyone other than the PM, must direct all questions to the PM, and must raise clarification requests regarding the replies and schedules issues with the PM.</p>

³⁵ The Department's intranet for OCCS includes template PowerPoint presentations available to train the team on roles and responsibilities. The materials include roles and responsibilities for a Negotiator, Evaluator, PA, SMEs, and TAs. The roles and responsibilities of a TA are listed in PBP-04-1516; however, there is no mention of a TA in the Playbook, where all other roles are defined.

³⁶ Abbreviation for "Invitation to Bid."

³⁷ Abbreviation for "Request for Proposals."

Role	Responsibilities
Subject Matter Expert (SME)	<p>Supports personnel who advise the Contracting Team about technical requirements and related issues.</p> <p>Provides subject matter expertise and only communicate with PM during the evaluation phase in matters relating to the ITN.</p> <p>Respond to all Evaluator questions and issues received from PM.</p> <p>Cannot serve as conduit of information among Evaluators, make recommendations, direct scores, or otherwise perform the role of an Evaluator.</p> <p>Speak only to PM, not the Evaluators, regarding the ITN.</p>
Negotiator	<p>Represents Department interests during the negotiation phase of the procurement process.</p> <p>Cannot have a discussion comparing one vendor's response with another with advisor.</p> <p>No Negotiators can speak to one another about the procurement or another person without being recorded for public record.</p> <p>Coordinates any communication with TA through the PA.</p> <p>Can communicate one-on-one with a TA based on factual information; not opinion.</p>
Lead Negotiator	<p>Manages and leads the Negotiation Team during the negotiation process and leads the preparation of negotiation strategies and documents.</p>
Florida Certified Contract Negotiator (FCCN)	<p>Provides consultation and recommendations to the Lead Negotiator during Negotiation Strategy Meetings.</p>
Project Management Professional (PMP)	<p>Provides consultation and recommendations to the Lead Negotiator during Negotiation Strategy Meetings and assist with the preparation of negotiation strategies during such meetings (Contracts exceeding \$10 million in any fiscal year).</p>
Executive Leadership	<p>Assigns Department staff to perform duties in connection with pending procurements, specifically appointing members of the Evaluation and Negotiation Teams.</p> <p>Provides direction to the PM and the Evaluation and Negotiation Teams.</p> <p>Approves proposed budgets and expenditures and reviews proposed actions or documents in accordance with delegated authority.</p>
Technical Advisor (TA)	<p>Can communicate with any member of the Negotiation Team as long as:</p> <ul style="list-style-type: none"> • The meeting is with only one [Negotiation Team] member or at a Strategy Negotiation Session. • The advisors do not serve as conduits of information or opinions between Negotiation Team members. • The discussion is based on factual information. • There is no discussion comparing vendor responses with another vendor. • Opinions are backed up by fact-based discussion.

ACTUAL

The Department ITN Committee's Negotiation Training and Instructions PowerPoint defined the roles and responsibilities of a Negotiator, PA, and TA consistent with the recommended PowerPoint training.

Ms. Menendez stated that her duties as PM were to follow the process, be available for and record the meetings, retain all documentation, maintain files, communicate with the vendors, and handle public records requests. She said the original contract plan remains part of the record and is revised as changes are made. The routing process for approvals is herself (create document), Mr. Barrios (verify budget will be allocated), Mr. Scherer (review from programmatic side), Mr. Ferraro (ensure process is followed and document is complete), SR Chief Legal Counsel Leslie Hines (review for legal sufficiency), and Ms. Kuhn (sign off on everything Ms. Menendez completes).

When asked, she indicated that nobody is supposed to meet (even with the Lead Negotiator) without a recording, nobody reached out to her to have a one-on-one conversation, and she did not know that unrecorded one-on-ones were taking place; however, communications with Negotiators did not go through her. The Lead Negotiator was responsible for communicating with the Negotiators once the process started, but Ms. Menendez knew "for a fact" that the Lead Negotiator always reminded the Negotiators, "Don't forget, we are still in the cone of silence."

Ms. Menendez sent letters of support she received to the Lead Negotiator, who in turn sent them to the Negotiators. The Negotiators may have reached out to the Lead Negotiator about the letters (i.e., Is this a new letter?), but those were planning conversations, not negotiation-type conversations, and occurred a lot through e-mails.

When asked why the process was delayed so many times, Ms. Menendez said that Our Kids' CEO was unavailable due to an injury, then passed away, and the Department granted Our Kids' request to delay the process.

When asked if she thought the process was fair, she responded, "...I think it was very fair because... we are not putting a process together for a vendor... We are putting a process together for a service." The ITN team had a lot of follow-up questions for the vendors. Ms. Menendez said, "...We wanted it to be as fair, and as transparent, we've recorded everything...We [did not] play favorites..." Ms. Menendez was not able to distinguish whether any Negotiator or Evaluator preferred one vendor over another. She learned of the decision when they handed their votes to her in the public meeting.

When asked if he had any specific rules or boundaries communicated to him, Mr. Barrios responded, "Well, the cone of silence," which he opined meant to not speak with anyone about the ITN process or his "thoughts" unless it was at a public meeting. When asked if someone ever approached him to talk about the ITN process, Mr. Barrios replied, "No." If he was in that situation, he would tell the person that he could not speak about the process. Mr. Barrios did not have any conversations with any ITN Committee members outside of the public meetings.

Mr. Menton said he was hired by the Department, after the vendors submitted their replies and the ITN Committee was entering the negotiation phase, to advise the ITN

Committee to ensure compliance with the ITN requirements. He served as an observer, attended some strategy sessions, and was available to answer questions throughout the process.

Role of Technical Advisor

The TA role is not defined in the Playbook, CFOP 75-2, or Florida Statutes; however, it is explained in a PowerPoint presentation available on the OCCS intranet. Ms. Stanford designated herself as a TA; however, it was not clear to all ITN Committee members that she was a TA. The ITN Committee members provided inconsistent testimonies regarding their understanding of the role, responsibilities, and restrictions of a TA.

This was Ms. Kuhn's first procurement with a TA. She did not know the reasons for the TAs but believed that decision rested with Ms. Stanford. She could not confirm that it was Ms. Stanford's decision alone; however, if Ms. Stanford said "no" to TAs, they would not have had them. Ms. Kuhn assumed that Ms. Stanford was selected as a TA based on her experience, Ms. Pons because of her knowledge of child welfare, Mr. Barrios due to his financial background, and Mr. Sachs due to his extensive background in procurements.

Ms. Kuhn explained that the role of the TA was to provide input on programmatic questions. She confirmed that Negotiators could communicate with TAs during recorded meetings but were not supposed to have one-on-one meetings. Ms. Menendez said that if a Negotiator asks an ITN-related question of a TA outside of a strategy session, it is supposed to be recorded. Mr. Sachs believed he was instructed that they could have one-on-one meetings with the Lead Negotiator but could not recall whether Ms. Ferradaz established the authority for individual members to speak with the Negotiation Team. Ms. Kuhn indicated that if there was information that sounded inconsistent or needed clarification, the TAs could then forward questions pertaining to those matters. There were no boundaries as to the type of questions that could be asked during the strategy or negotiation sessions.

Mr. Sachs has "vast experience" in contracts, procurements, and negotiations and was the Lead Negotiator in the prior lead agency procurement for the SR. He said his role as TA was to use his knowledge and experience to assist the Lead Negotiator with any questions, not to give the Negotiation Team information to discuss at the negotiation table.

When asked how many of the ITNs he participated in had individuals in a TA role, Mr. Sachs responded that if that role expanded to SMEs, "many"; however, it was on an as-needed basis. He believed that an SME could be used as a TA; however, an individual might be a TA but not an SME. From his perspective, if an individual was not on the Negotiation Team but served in an advisory capacity, that individual was a TA, no matter what experience they possessed. Regarding TAs or SMEs sharing opinions throughout the process, Mr. Sachs indicated that if an individual was asked by the ITN Committee for their opinion, the opinion would be appropriate. He was not aware of any TA or SME sharing opinions without being asked a question.

Ms. Menendez indicated that TAs were not allowed to provide opinions, but they did develop questions. If a TA had information or a question, "There were these

little...papers...like half a sheet" that had the name of the person who asked the question and the name of the Negotiator who was to ask the vendor.

When asked about Ms. Stanford's participation in the strategy sessions, Mr. Sachs responded she was "very much involved." She weighed in by offering her opinion on things that were being discussed. Mr. Sachs indicated that whether an RMD is as involved in the strategy sessions varies from procurement to procurement; there is not one formal way used by the Department. When asked, Mr. Sachs indicated it would be appropriate for a TA or SME to participate during the strategy sessions in the way that Ms. Stanford did and opined that Ms. Stanford's opinion would be something he would want to hear. However, he was not sure how an individual could perform the roles of both a decision maker and a TA without getting mixed up. Though a decision maker would want their team to have the knowledge needed to do the best work they can, that individual cannot be so influential that they guide Negotiators to a decision that is not independent.

Mr. Barrios attended all of the strategy and public meetings except for the one on November 19, 2018 (when it was announced that Citrus was selected). He did not create questions and, when asked if that was something a TA could do, Mr. Barrios responded, "Probably."

Mr. Menton could not recall the term TA and did not know the role of each individual on the ITN Committee. He heard of the term SME in the past in unrelated law cases, but nothing about TAs.

RECORDS REVIEWED

Attorney/Client Strategy Meeting

An OIG review of an October 2, 2018 Attorney/Client Strategy Meeting recording revealed the following pertinent information:

Ms. Stanford opined that "we" left a lot of unanswered questions. She indicated that the Our Kids administration has had strategic plans but have not met, from her knowledge, one goal in those plans. She opined that it "sounds" good and she was "impressed" with some things Our Kids said but indicated that there was still "a lot" to be vetted out.

Ms. Welles explained that when Ms. Stanford was "feeding" the Negotiators questions, she felt an obligation to "try to get them on the table." Ms. Welles asked if she had the right to "not do that." She felt uncomfortable because she could not get her questions answered, which she would document and hand to Ms. Kuhn. Ms. Stanford replied, "No," when Ms. Welles asked if the Negotiators had to do that. Ms. Stanford added that she did not want them to sit there "stressed" and would not take it personally.

Ms. Stanford opined that an important thing to vet out is the table organization. She said that when Citrus gave their oral presentations, a lot of the individuals seemed that they would be working in child welfare, but when you look at the table organization there was only one person, **11th Judicial Circuit State Attorney's Office Chief Assistant State Attorney/Citrus Negotiator Esther Jacobo.**³⁸

³⁸ Ms. E. Jacobo is not related to CFCE COO Aleida Jacobo. Ms. E. Jacobo served as SR RMD between May 11, 2012 and July 18, 2013 and the Interim Department Secretary between July 19, 2013 and May 2, 2014.

Department E-mails

An OIG review of Department e-mails revealed the following pertinent information:

- In an April 27, 2018 e-mail to Ms. Tilford and Mr. Ferraro, Ms. Kuhn wrote, "...can you confirm that meetings that are closed to the public may be attended by Department Personnel ([SMEs], etc.)" [sic]
- In a May 9, 2018 e-mail to Ms. Kuhn, copied to Ms. Menendez, Ms. Tilford, and Ms. Ferradaz, Mr. Ferraro wrote:

After discussions with Tallahassee and the lead attorney assigned to OCCS, you are permitted to bring in only personnel who are [SMEs] to those appropriate meetings not open to the public.

However, please note all the rules and regulations applied to those on the evaluation and negotiation applies to DCF personnel [SMEs].

 1. *Limit the # of DCF personnel [SMEs] invited or to attend.*
 2. *Non-Public meetings are recorded.*
 3. *No discussion outside of meetings by DCF personnel [SMEs]...*
- In a January 29, 2019 e-mail to the OIG Investigator, OCCS Interim Director Diane Dusenbury indicated:
 - OCCS has not explicitly defined the role or responsibilities of a TA.
 - She reviewed the SME training template, noted the term TA in some slides, and, based on the context of the slides, the PM is the point of contact with the TA. The PM submits questions from Evaluators to the appropriate TA and ensures the answer is returned promptly.
 - Based on her analysis of the role of the TA and the role of the SME, the roles are the same and she could not identify any difference between the two. SME, primarily used in the Playbook, is the preferred term.
 - There is no specific prohibition on the RMD serving as an SME.
 - In theory, the RMD would be listed as a potential SME in the approved contracting plan, would have completed the Conflict of Interest Questionnaire, and any conflicts identified would have been resolved or addressed.
 - As a best practice, the RMD would have gone through SME training. If questions from Evaluators were appropriate to be referred to the RMD, due to the specific nature of the question and RMD expertise, the PM would refer the question to the RMD, obtain a timely response, and return the answer to all Evaluators.
 - The RMD would not be in communication with the Evaluators regarding the ITN outside of this process.

SR CBC ITN Contracting Plan

An OIG review of the SR CBC ITN Contracting Plan, revised as of May 24, 2018 and June 25, 2018, reflected that Ms. Menendez was the PM, Mr. Barrios was the "Finance & Budget Representative," Mr. Scherer and Ms. de Escobar were the SMEs, and Ms. Kuhn was the FCCN and PMP. There was no mention of the role TA and no other individuals listed as proposed SMEs.

BEST PRACTICE**§ 409.996, F.S.**

§ 409.996(21), F.S., provides that, “*The department shall periodically, and before procuring a lead agency, solicit comments and recommendations from the community alliance established in s. 20.19(5), any other community groups, or public hearings. The recommendations must include, but are not limited to:*

- (a) *The current and past performance of a lead agency.*
- (b) *The relationship between a lead agency and its community partners.*
- (c) *Any local conditions or service needs in child protection and child welfare.”*

During the planning phase of a procurement, the Department must develop a plan to ensure community and stakeholder involvement (Playbook 2.2.3).

§ 409.987, F.S.

§ 409.987(5), F.S., provides that, “*The department’s procurement team procuring any lead agencies’ contracts must include individuals from the community alliance in the area to be served under the contract. All meetings at which vendors make presentations to or negotiate with the procurement team shall be held in the area to be served by the contract.”*

ACTUAL**Department ITN**

Citrus issued a letter of concern alleging that the Department violated section 2.5, which states, “...public meetings open to the public and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from vendors or other members of the public (except for the Solicitation Conference, during which comments and questions will be taken from vendors).” However, Department ITN section 5.1 states, “The Department may consider any information or evidence which comes to its attention and which reflects upon a vendor’s capability to fully perform the contract requirements and/or the vendor’s demonstration of the level of integrity and reliability which the Department determines to be required to assure performance of the contract.”

Community Testimony

Community members had concerns regarding the lack of opportunity for public comment. According to South Florida Foster and Adoptive Parent Association President Denise Beeman Sasiain, she approached Mr. Fairbanks at the 2018 Child Protection Summit (the Summit)³⁹ and expressed concerns about the ITN process. Mr. Fairbanks called over Mr. Sachs, who advised him that there will be public comments, then Mr. Fairbanks told Ms. Sasiain that public comment was the answer to voice her concerns. Ms. Sasiain subsequently spoke with Ms. Ferradaz (unknown date) and said that she understood there would be public comments in the ITN process, to which Ms. Ferradaz responded, “No, there are no public comments in the ITN process.”

³⁹ The Summit took place in Orlando, Florida between September 5, 2018 and September 7, 2018.

According to Lawyers for Children America Executive Director Carolyn Salisbury Salisbury, on October 9, 2018, she wrote to Acting General Counsel John Jackson asking for public comments (did not specify further). She indicated that the October 10, 2018 meeting, which was a meeting to develop a recommendation for the lead agency, was postponed until November 19, 2018 to create a public comment portion.

Ms. Salisbury did not attend all ITN meetings. She only attended the public forum, in which she spoke in favor of Our Kids. She indicated that she only spoke in favor of Our Kids because she was “horrified” by the ITN process.

Ms. Sasiain indicated that during the public forum, community member Bill Masterson attempted to speak about conflicts of interest; however, he was stopped by the ITN Committee when he stated Ms. Gonzalez’s name. Anyone that spoke in favor of Our Kids did not “sling mud” or speak “poorly” of others, yet others spoke negatively about Our Kids. Foster parent Patrick McCabe, who got upset toward the end of his allotted time, was also stopped by the ITN Committee.

Ms. Sasiain spoke in favor of Our Kids and expressed her concerns at the public forum. When asked if she expressed her concerns related to conflicts of interest, Ms. Sasiain responded, “Are you kidding me, after two people were shut down?”

ITN Committee Testimony

During the early stages of the ITN, Department solicitation of community input included a publication for community input, announcements at CBC Alliance meetings, and e-mails to CBC Alliance members. The Department received approximately three responses from the CBC Alliance for public input.

Ms. Kuhn opined that the solicitation of community input followed the statutory requirement. The SR solicited community input at two CBC Alliance meetings and received no responses. During a strategy meeting (date unknown), several members of the ITN Committee wanted to hear public comments and the ITN Committee decided that a meeting for public comments would take place. Ms. Stanford wanted to be transparent and make everybody happy.

When asked how the Department made it known that anyone with concerns should contact her directly, Ms. Menendez said it was in the ITN, on every script, and if they contacted her, she told them she could not discuss it and asked them to put it in writing. According to Ms. Menendez, “Many interactions happened without going through the proper process... the Department decided that we would make everything available that we had to the Negotiators...” Everything that made it to her was provided to the Negotiators. When asked about the CBC Alliance resolution, she said it went to the Negotiators but did not go through the proper process.

Some letters were sent to Ms. Menendez per protocol and some sent to Ms. Stanford or directly to committee members. All were given to Ms. Menendez. Ms. Welles indicated that the additional letters were disruptive to the process and both she and Mr. Scherer indicated that the Department could benefit from a more structured process for public input.

During one of the strategy sessions, the Negotiation Team members received a letter from Ms. Salisbury accusing the Department of not taking public comment. The ITN Committee deliberated and decided to hold a public forum. At the same time, they decided to allow the Negotiators to review the additional letters from the community.

According to Judge Cohen, the ITN Committee listened to the community during the public forum but understood that the meeting alone could not be the basis for their decision.

When asked at what point the SR allowed public comments, Mr. Sachs responded that the original ITN advertisement indicated the negotiations would not be done under the Sunshine Law.⁴⁰ While the SR had a community meeting prior to the start of the procurement, they did not have a method to allow public comment during the process. Mr. Sachs indicated that he is not aware of any authority that addresses gaining public input during the procurement process. Late in the process, the decision was made to allow a meeting for public comment. Mr. Sachs opined that the Department did not satisfy the requirement by going twice to the CBC Alliance. He believed there needed to be a public environment, one where foster parents, adoptive parents, judges, schools, educators, Department of Juvenile Justice (DJJ), and whoever else was involved in the system of care could have the opportunity to discuss improvements they would like to see.

Mr. Menton was asked (unknown date) to assist after lawyers from both vendors sent letters of complaint about the ITN process. Mr. Menton and the ITN Committee discussed how to handle the public comment issues. The ITN process did not provide anything to support the public comment, so he helped draft an announcement for a meeting to allow public comment.

RECORDS REVIEWED

Request for Community Input

A review of Request for Community Input (document containing opportunities for community input via meetings) revealed the following pertinent information:

- On January 4, 2018, Ms. Knight requested community input from CBC Alliance members and community partners via e-mail to CBC Alliance Executive Director Bryttnay Stringer and it was discussed at a CBC Alliance meeting that the Department requested input from the community, which was due to Ms. Knight by February 1, 2018.
- On January 6, 2018, Ms. Stringer forwarded the Request for Community Input to CBC Alliance members and community partners.
- On January 12, 2018, Children's Home Society of Florida (CHS) Executive Director Maggie Dante sent responses to Ms. Knight via e-mail.
- On January 18, 2018, Area Director for West Care Maureen Dunleavy sent responses to Ms. Knight via e-mail.
- On January 24, 2018, Miami-Dade County Juvenile Services Department Executive Secretary Geneva Wallen forwarded the Request for Community Input

⁴⁰ The Sunshine Law requires certain meetings and records of government agencies to be open or available to the public.

e-mail to her staff on behalf of Miami-Dade County Juvenile Services Department Director Morris Copeland.

- On February 1, 2018, Ms. Ferradaz reported at a CBC Alliance meeting that the Request for Community Input form had not received much feedback and responses were encouraged to be submitted to Ms. Knight.

Strategy Session Public Comment

An OIG review of an October 9, 2018 Strategy Meeting recording revealed the following pertinent information:

Ms. Stanford indicated she “wanted a meeting with everyone” and that Mr. Sachs had a solution to ensure they heard from the public. Mr. Sachs indicated that it is not a requirement to have public comment, but it is something they were offering to the public. Mr. Sachs indicated that they already had a public forum prior to the ITN, which was the true requirement for public input. Ms. Stanford added that prior to the ITN, the Department gave notice many times to the CBC Alliance. Ms. Kuhn indicated that she was not sure what they were seeking to gain and felt she had enough information to make a decision.

The ITN Committee agreed to allow public comments and scheduled an additional public comment meeting on November 8, 2018, at which time they would be asked whether they have enough information to make a decision.

Contract Management Questionnaire

BEST PRACTICE

The Conflict of Interest Questionnaire (CF 1124) is a Department owned form that provides the following information, quoted in pertinent part:

All employees and consultants involved in the procurement and contract management process must complete a Conflict of Interest Questionnaire. An employee or consultant must sign the form upon notification of involvement in any part of the procurement and contract management process.⁴¹

The PM is responsible for ensuring all Conflict of Interest Questionnaires are signed by each Evaluator and SME and reviewed, if necessary. The PM is also responsible for filing the questionnaires in and maintaining the contract file.⁴² If a potential conflict exists, an adequate mitigation plan must be developed.

ACTUAL

Ms. Menendez did not know how conflict of interest was determined and indicated the Conflict of Interest Questionnaire is an attestation. If someone checks yes, they have a conflict and cannot handle the contract. She had never seen a conflict of interest found for any contract management or procurement activities, but alternate team members were selected in case a conflict developed or was identified. When asked if she knew

⁴¹ Playbook 1.6.

⁴² Playbook 2.1.1 – 2.1.2.

of any conflicts existing in this process, she replied that she was not aware of any. She could not recall if she or Ms. Kuhn asked the Negotiators and Evaluators to complete the Conflict of Interest Questionnaire via e-mail but said the request would have come only from herself, Ms. Kuhn, or Ms. Ferradaz.

Ms. Menendez indicated that it was her office's responsibility to ensure the Conflict of Interest Questionnaires were all "answered" and it was their process to take the attestation that there is no conflict at their word. The forms were all reviewed by her office and became part of the packet. She indicated that at all levels, they would research or report if someone alleged a conflict. Ideally, the Conflict of Interest Questionnaires were submitted to her (Ms. Menendez), but she made sure there was a form in the file for each individual. She or Ms. Kuhn was responsible for reviewing to ensure that the document was completed correctly. Ms. Kuhn indicated that the PM was responsible for overseeing the Conflict of Interest Questionnaires.

When asked, Ms. Menendez said that the signature on the bottom of the Conflict of Interest Questionnaire was required for the form to be complete if another copy did not exist. She thought they were asked to sign again during the negotiations. They would have needed both signatures on the Conflict of Interest Questionnaire. Ms. Kuhn explained that an unsigned Conflict of Interest Questionnaire would be an oversight.

When shown Senator Garcia's Conflict of Interest Questionnaire, she agreed that a section was "incomplete." She noted that Senator Garcia signed and dated the form, but "in the area here, it says, 'I declare all of the above questions are answered truthfully and to the best of my knowledge' and that part is not dated." That happened on several occasions (not in this process) and individuals forgot to sign or "do the check mark."

According to Ms. Kuhn, Mr. Torres identified on his Conflict of Interest Questionnaire that he had a working relationship with Our Kids, but most of the individuals on the team did, so it was determined not to be a conflict (unknown who determined). The questionnaire is important to identify any biases. The team members were not given any instructions about conflict of interest other than the Conflict of Interest Questionnaire and there was no follow up after the questionnaires were collected.

When asked what should happen if the ITN committee learned during the process that they had a conflict of interest, Ms. Kuhn responded that they should probably say something to the Lead Negotiator. If she or Ms. Ferradaz did not know the answer to anything brought up to them, they were responsible to seek assistance from OCCS.

Mr. Sachs did not recall signing a Conflict of Interest Questionnaire or whether the questionnaire was provided to the TAs. To his knowledge, SMEs and TAs are not required to sign a Conflict of Interest Questionnaire. Ms. Kuhn was not sure if the TAs signed the questionnaires and, because there was no guidance, did not recall what decisions were made regarding TA signatures. Mr. Menton indicated that the ITN Committee did not consult with him related to conflict of interest.

RECORDS REVIEWEDConflict of Interest Questionnaire

An OIG review of the Conflict of Interest Questionnaires reflected the following pertinent information:

ITN Committee Member	Evaluator's Conflict Form Signed (2018)	Citrus Conflict Form Signed (2018)	Our Kids Conflict Form Signed (2018)	Conflict of Interest Questionnaire						
				Question 1 ⁴³	Question 2 ⁴⁴	Question 3 ⁴⁵	Question 4 ⁴⁶	Question 5 ⁴⁷	Question 6 ⁴⁸	Question 7 ⁴⁹
Ms. Kuhn	May 5	July 25	July 25	N	N	N	N	N	N	N
Ms. Menendez	May 21			N	N	N	N	N	N	N
Ms. Pons	May 23			N	N	N	N	N	N	N
Ms. Clayton	June 12	July 25	July 25	N	N	N	N	N	N	N
Ms. Lunelblad	June 12		July 25	N	N	N	N	N	N	N
Senator Garcia	June 15	July 24	July 24	N	N	N	N	N	N	N
Ms. de Escobar	June 21	July 25	July 25	N	N	N	N	N	N	N
Mr. Auslander	June 22	July 25	July 25	N	N	N	N	N	N	N
Ms. Fernadaz	June 22	June 25	June 25	N	N	N	N	N	N	N
		July 25		N	N	N	N	N	N	N
Mr. Torres	June 22			N	N	N	N	Y ⁵⁰	N	N
Mr. Barrios	June 25			N	N	N	N	N	N	N
Mr. Scherer		July 25	July 25	N	N	N	N	N	N	N
Ms. Wells		July 25	July 25	N	N	N	N	N	N	N
Judge Cohen		June 27		N	N	N	N	N	N	N
		July 26		N	N	N	N	N	N	N
			June 27	N	N	N	N	N	N	N
			July 26	N	N	N	N	N	N	N

⁴³ Do you, your immediate family, or business partner have financial or other interests in any potential vendor?

⁴⁴ Have gratuities, favors, or anything of monetary value been offered to you or accepted by you from any potential vendor?

⁴⁵ Have you been employed by any potential vendor within the last 24 months?

⁴⁶ Do you plan to obtain a financial interest, e.g., stock, in any potential vendor?

⁴⁷ Do you have any affiliations with Non-Profit Organizations or other local organizations that could be affected by this solicitation?

⁴⁸ Do you plan to seek or accept future employment with any potential vendor?

⁴⁹ Do you have any other conditions which may cause a conflict of interest?

⁵⁰ According to Mr. Torres' Conflict of Interest Questionnaire, he documented that he "serve[s] as President and CEO of the [ELC]. [ELC] contracts with Citrus for certain services to the children served by [ELC's] School Readiness Program. In addition, [ELC] pays for child care services for at-risk children serviced by Our Kids and DCF. Since there is no financial gain to me personally, to any of [ELC's] staff, or to [ELC] as an entity, I do not feel these relationships by [ELC] with the entities above present a conflict of interest."

- Ms. Stanford, Mr. Sachs, Mr. Ferraro, and Mr. Menton did not sign a Conflict of Interest Questionnaire.
- Mr. Scherer did not sign a Conflict of Interest Questionnaire during evaluations.⁵¹
- The following Conflict of Interest Questionnaires were incomplete:
 - Ms. Lundblad (for the SR ITN), dated June 12, 2018.

If you are unable to sign the above questionnaire, please provide a written description of your answer below.

CERTIFICATION (Check the appropriate choice: A or B, and sign)

A. I am not aware of potential impairment to my independence or objectivity, nor of any circumstances that could be perceived as impairment.
 B. I am aware of potential impairment to my independence or objectivity and/or circumstances that could be perceived as impairment. I disclose this fully on the attached pages.

I acknowledge my ongoing obligation to disclose any emerging or newly discovered potential or perceived impairment promptly to my supervisor.
 Signature: *Carolyn Lundblad* Date: *6/12/2018*

MANAGEMENT REVIEW:
 If A above: no management signature required. File form in work papers.
 If B above: review attachment and indicate decision below. Sign and date form.

The employee may participate in the procurement, evaluation, and negotiations without limitation.
 The employee may not participate in the procurement, evaluation, nor negotiations at all.
 The employee may participate in the procurement, evaluation, and negotiations, but participation will be limited as follows:

Signature: _____ Date: _____

I declare all of the above questions are answered truthfully and to the best of my knowledge.

Name (type or print) _____ Signature _____ Date _____

- Ms. de Escobar (for the SR ITN), dated June 21, 2018.

CERTIFICATION (Check the appropriate choice: A or B, and sign)

A. I am not aware of potential impairment to my independence or objectivity, nor of any circumstances that could be perceived as impairment.
 B. I am aware of potential impairment to my independence or objectivity and/or circumstances that could be perceived as impairment. I disclose this fully on the attached pages.

I acknowledge my ongoing obligation to disclose any emerging or newly discovered potential or perceived impairment promptly to my supervisor.
 Signature: _____ Date: _____

MANAGEMENT REVIEW:
 If A above: no management signature required. File form in work papers.
 If B above: review attachment and indicate decision below. Sign and date form.

The employee may participate in the procurement, evaluation, and negotiations without limitation.
 The employee may not participate in the procurement, evaluation, nor negotiations at all.
 The employee may participate in the procurement, evaluation, and negotiations, but participation will be limited as follows:

Signature: _____ Date: _____

I declare all of the above questions are answered truthfully and to the best of my knowledge.

Name (type or print) _____ Signature _____ Date _____

- Senator Garcia (for Citrus), dated July 24, 2018.

CERTIFICATION (Check the appropriate choice: A or B, and sign)

A. I am not aware of potential impairment to my independence or objectivity, nor of any circumstances that could be perceived as impairment.
 B. I am aware of potential impairment to my independence or objectivity and/or circumstances that could be perceived as impairment. I disclose this fully on the attached pages.

I acknowledge my ongoing obligation to disclose any emerging or newly discovered potential or perceived impairment promptly to my supervisor.
 Signature: *CG* Date: *7/24/2018*

MANAGEMENT REVIEW:
 If A above: no management signature required. File form in work papers.
 If B above: review attachment and indicate decision below. Sign and date form.

The employee may participate in the procurement, evaluation, and negotiations without limitation.
 The employee may not participate in the procurement, evaluation, nor negotiations at all.
 The employee may participate in the procurement, evaluation, and negotiations, but participation will be limited as follows:

Signature: _____ Date: _____

I declare all of the above questions are answered truthfully and to the best of my knowledge.

Name (type or print) _____ Signature _____ Date _____

- Senator Garcia (for Our Kids), dated July 24, 2018.

CERTIFICATION (Check the appropriate choice: A or B, and sign)

A. I am not aware of potential impairment to my independence or objectivity, nor of any circumstances that could be perceived as impairment.
 B. I am aware of potential impairment to my independence or objectivity and/or circumstances that could be perceived as impairment. I disclose this fully on the attached pages.

I acknowledge my ongoing obligation to disclose any emerging or newly discovered potential or perceived impairment promptly to my supervisor.
 Signature: *CG* Date: *7/24/2018*

MANAGEMENT REVIEW:
 If A above: no management signature required. File form in work papers.
 If B above: review attachment and indicate decision below. Sign and date form.

The employee may participate in the procurement, evaluation, and negotiations without limitation.
 The employee may not participate in the procurement, evaluation, nor negotiations at all.
 The employee may participate in the procurement, evaluation, and negotiations, but participation will be limited as follows:

Signature: _____ Date: _____

I declare all of the above questions are answered truthfully and to the best of my knowledge.

Name (type or print) _____ Signature _____ Date _____

⁵¹ Mr. Scherer completed his evaluation of Citrus and Our Kids on July 16, 2018 but did not complete a Conflict of Interest Questionnaire until July 25, 2018.

EXPERT TESTIMONY

On February 4, 2019, the OIG Investigator interviewed DMS Deputy Director for Procurement Clifford Nilson⁵² after providing him an opportunity to review questions and scenarios based on information obtained during this management review. Mr. Nilson offered insight based on his experience working in procurement with DMS, his knowledge and understanding of Florida Statutes, and best practices not defined by the Florida Legislature.

The PM is responsible for ensuring the process follows law, agency policy, and procedure and is the single point of contact for the vendors, Negotiators, and Evaluators. He would advise “strongly against” a Negotiator serving as backup to the PM because it can put them in contact with a vendor, but exceptions are reasonable in small areas where it is unavoidable. It might not be the best practice for the Contract Manager for the incumbent vendor to serve as the PM because “the better you can separate them, the more likely there won’t be any perception or reality of bias...” He suggested that individuals in an ITN should not have multiple roles and recommended that roles be separated as much as possible.

He commented that 11 was a very high number of Negotiators; typically, he finds it easiest to work with a team of no more than five. The statute does not specify, but he believed one person could satisfy the requirement for a PMP and FCCN. An individual that created the ITN and developed the criteria could be an Evaluator, but it is “probably a good idea” to separate the responsibilities. In any situation where a Negotiator has a clear bias or perception of bias, DMS practice is to disqualify them upfront or consult with legal.

DMS does not use the term “Technical Advisor,” nor is it defined in Florida Statute. SME is also not defined in statute, nor is the procedure for selection of SMEs. Typically, an SME assists the Negotiation Team and is not a voting member. The SME role is to only provide facts and opinions specifically related to their expertise. An SME could create questions and offer information at strategy sessions without being asked by a Negotiator but should not create any communication stream between Negotiators, Evaluators, or anyone outside of the negotiation process. The role of the SME should be strictly regulated by the PM or Lead Negotiator. It is not advisable for Negotiators and SMEs to have one-on-one communication and if the SME is with the entire team and at all of the meetings, it becomes complicated. Some agencies have the SME communicate with only one Negotiator throughout the process. When asked about an RMD serving as an SME, Mr. Nilson stated, “I don’t know that [DMS] would do it that way if we could avoid it.”

Mr. Nilson described the cone of silence as a period of time when agency employees and prospective vendors cannot talk to anyone about the procurement. Other than a recorded meeting or a public meeting, a Negotiator should not have communication with anybody about the ITN. If a Negotiator inadvertently hears information about the ITN,

⁵² Mr. Nilson has worked for DMS for approximately nine years and in his current position for approximately four years. He is licensed to practice law, holds FCCN certification, and has 25 to 30 years of experience in procurement. He had no role in the SR ITN (#SNR18FS01ITN).

the question becomes whether it can be remedied and one-on-one meetings between Negotiators are not permissible. It is preferable to have all communication through the PM, but not technically a violation to say in casual conversation, "You're going to be at that meeting today, aren't you?"

When the OIG Investigator provided the circumstances regarding the "Fairbanks Call" to Mr. Nilson, he indicated that it would be a "very big problem" because it was outside the purview of the Negotiation Team and involved other people. The fact that the Negotiator recorded it indicated that he/she probably knew there was something inappropriate about the conversation. Mr. Nilson could not say for certain whether the meeting was a violation of law but indicated that DMS tries to separate discussions about the ITN from any future decisionmakers.

In addition to the requirement that every Evaluator or Negotiator and the PM declare no conflict, Mr. Nilson would prefer that the SMEs also declare no conflict. It is most important for the team to sign the conflict of interest forms after learning who the proposed vendors are. If there is a potential or question of conflict, the legal team should determine whether the individual should be disqualified.

Upon review of pertinent sections of the ITN, Mr. Nilson understood that it allowed for additional information; however, was also specific, in that there would be no public comment. It could be remedied by amending the ITN, but that could create more problems. Negotiators reading public letters and holding a public forum would be preferable prior to the negotiation process, not during.

Mr. Nilson indicated that there were potentially Sunshine Law violations and fairness issues in the Department ITN process; specifically, in the conversations outside of public meetings and strategy sessions.

Issue 2

Whether confidential information regarding the Invitation to Negotiate (ITN) process for the lead community-based care agency in the Southern Region was provided to any individual not entitled to that information.

Governing Directives

§ 112.311(6), F.S.; § 112.313(1), (6), and (8), F.S.; § 287.057(17)(a) and (b), F.S.; Rule 60L-36.005(1) and (3)(e) and (f)2., F.A.C.; Section 1-8.c.(5) and (6)(b), CFOP 60-55; Section 2-5.a.b.(3)(c), (d), and (e), CFOP 75-2; and the Department of Children and Families Procurement and Contracting Playbook.

Findings

§ 112.313, F.S.

§ 112.313(6), F.S., provides that, "No public officer, employee of an agency, or local government attorney shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. This section shall not be construed to conflict with s. 104.31."

§ 287.057, F.S.

§ 287.057(17)(b)1., F.S., provides that, “*An agency head may not proceed with a contract award...if a conflict of interest is based upon the vendor gaining an unfair competitive advantage. An unfair competitive advantage exists when the vendor competing for the award of a contract obtained:*

- *Access to information that is not available to the public and would assist the vendor in obtaining the contract; or*
- *Source selection information that is relevant to the contract but is not available to all competitors and that would assist the vendor in obtaining the contract.”*

COMPLAINANT TESTIMONY

Mr. Daly was concerned that Citrus, who was currently bidding for the lead agency contract, met with the Full Case Management Agencies (FCMAs)⁵³ on October 31, 2018, at which time they discussed how they would run business operations if they were awarded the contract. He believed that Citrus should have asked permission to meet with the FCMAs and not have met with them unless they won the bid.

Mr. Daly received the information he outlined in his written complaint from two anonymous sources: An FRC employee (Source 1) and a member of Our Kids management (Source 2). Mr. Daly would not provide the names of Source 1 or Source 2 and stated that one of the sources would likely not come forward because he/she would lose his/her job immediately if he/she did.

On an unknown date, Source 1 sent Mr. Daly a copy of an e-mail sent by FRC CEO Oren Wunderman to FRC employees, in which Mr. Wunderman explained that the purpose of the meeting between FRC and Citrus was for Citrus to explain what they would do for FRC if awarded the contract.

When asked, during the November 1, 2018 CBC Alliance meeting, about the purpose of the meetings with the FCMAs, Citrus Clinical Coordinator Kimberly McGrath⁵⁴ responded that they were system of care meetings, contradicting Mr. Wunderman’s e-mail. Mr. Daly felt that a system of care meeting would have entailed a discussion relating to Citrus’ behavioral health services, not child welfare or the bid. Ms. McGrath’s response was heard by those present at the meeting, including CBC Alliance Board Chair Member Gus Barreiro and possibly Ms. Stringer.

Mr. Daly did not believe the Department had made a decision at this point; he opined that the Department had been very fair throughout the ITN process. Rumors were circulating that the decision to award the contract to Citrus was made “long ago.” He questioned whether FRC or Citrus knew the outcome would be in favor of Citrus. Mr. Daly stated, “[Citrus is] doing what they have to do to win the bid, and I would do the same thing, frankly.” With a \$104 million contract at stake, “people will...do an awful lot to get that business.” Mr. Daly opined that Citrus would have had plenty of time to meet with the FCMAs after the contract was awarded, if they won the contract.

⁵³ FCMAs are the providers for case management services for children and foster families in the SR.

⁵⁴ Ms. McGrath is the Clinical Coordinator of the Citrus Foster Care Plus program.

WITNESS TESTIMONY

The following individuals were interviewed:

- CBC Alliance Board Chair Gus Barreiro⁵⁵
- CBC Alliance Executive Director Bryttany Stringer
- Lawyers for Children America Executive Director Carolyn Salisbury
- South Florida Foster and Adoptive Parent Association President Denise Beeman Sasiain

Mr. Barreiro and Ms. Stringer each stated that they attended a CBC Alliance meeting on November 1, 2018. According to Mr. Barreiro, some Citrus staff (unidentified) attended the meeting. Mr. Barreiro and Ms. Stringer indicated that at the end of the meeting, Mr. Daly voiced his concerns regarding visits between Citrus and the FCMA during the ITN process. Mr. Daly asked Ms. McGrath about the meetings, at which time Ms. McGrath confirmed a meeting was held on October 31, 2018. Mr. Barreiro said that Ms. McGrath stated the meeting was to discuss a transition if the decision was made in Citrus' favor. Mr. Barreiro believed that on the surface, it appeared as if the meeting was to create a transition plan, but he (Mr. Barreiro) thought it was very "odd" because it appeared Citrus already knew they would win the contract. Ms. Stringer indicated that Ms. McGrath stated Citrus met with CFCE and FRC to discuss system of care and what would take place moving forward.

Ms. Stringer explained that the purpose of system of care meetings is collaboration between the lead agency and other agencies to provide appropriate care for children within the system. The meetings are not mandatory for all agencies, but they are encouraged to attend. Usually, the lead agency coordinates the meetings and should include the CBC Alliance. Ms. Stringer believed it was presumptuous of Citrus to coordinate this type of meeting prior to being awarded the lead agency contract.

Ms. Salisbury learned from an unknown community member that at one of the CBC Alliance meetings (November 1, 2018), Citrus confirmed that a meeting between Citrus and the FCMA was ultimately a meeting to discuss how Citrus would run the system. She believed that Citrus denied former Our Kids CEO Jackie Gonzalez's⁵⁶ presence at the meeting. She opined that if there was a discussion as to what Citrus would do if they were running the system, then Citrus denying Ms. Gonzalez's presence at the meeting is relevant as to what did and did not occur and reflects on Citrus' integrity.

Ms. Salisbury expressed that on November 19, 2018, a public ITN meeting was held, during which the ITN Committee was to develop a recommendation for the lead agency. The meeting lasted less than 15 minutes. There was no discussion by anyone on the ITN Committee regarding deliberations to develop a recommendation for the lead agency. Instead, the ITN Committee announced and/or wrote down their vote on a piece of paper and provided the information to the ITN Committee chair. What concerned Ms. Salisbury is that all meetings of the ITN Committee are required to be public and, during the meeting, the ITN Committee only announced a vote.

⁵⁵ Mr. Barreiro is currently the Public Policy and Community Engagement Liaison with The Children's Trust.

⁵⁶ Effective May 19, 2017, Ms. Gonzalez was no longer employed by Our Kids. Ms. Gonzalez currently serves as the President of Stabilify, LLC.

Ms. Salisbury opined that most people, including herself, believe that the ITN for the new lead agency contract is the most important matter to come before the child welfare community in over a decade. It is inconceivable to her that there were no deliberations by the individuals making the most important decision to recommend to the Secretary who should win the contract. There could have been a "secret" meeting, in which the ITN Committee met regarding their vote and recommendation. The only portion of an ITN Committee that can be exempted is when they are having a presentation regarding trade secrets and the strategy for the negotiating session. The public has the right to hear deliberations. Ms. Salisbury indicated that the community believes that the decision was already made.

According to Ms. Sasiain, during the Summit, she spoke with several Department employees to obtain input as to how to voice her concerns. At that point, she did not know who the ITN Committee members were. Because she thought Ms. Stanford would be on the committee, she did not approach her at the Summit.

Ms. Sasiain stated that she approached Mr. Scherer during the Summit and asked to speak with him about the ITN process. Mr. Scherer advised that he could not talk to her, but he could listen to her. Ms. Salisbury opined that this is a misunderstanding of the cone of silence, which prevents the ITN Committee from speaking or listening to anyone regarding the ITN process. Ms. Sasiain indicated that the conversation lasted five to eight minutes and she expressed her concerns about Ms. Stanford, Ms. E. Jacobo, and Ms. Gonzalez. Mr. Scherer listened to her concerns, told her he could not talk a lot about it but knew that Ms. Stanford had a good relationship with Ms. Gonzalez because it was best for the system, and stated that he could not say anything further. Mr. Scherer told her that he did not know what to tell her regarding having her concerns heard. According to Ms. Salisbury, Mr. Scherer told Ms. Sasiain that Ms. Gonzalez was only part of the proposal for the computer software that Stabilify is providing (Citrus).

Since Ms. Sasiain did not receive an answer from Mr. Scherer that was adequate to her, she approached Mr. Fairbanks and expressed her concerns. Mr. Fairbanks called over Mr. Sachs, she reiterated her concerns regarding the conflict of interest, and Mr. Sachs responded that she could speak during the public comments. At this point, Mr. Fairbanks stepped away and she continued to speak with Mr. Sachs. Mr. Sachs encouraged her to speak out, which is the purpose of the public comments. Mr. Sachs then pulled in Mr. Fairbanks and advised that public comment was the answer to voice her concerns.

According to Ms. Salisbury, Ms. Sasiain approached Ms. Kapusta, stated she was concerned about the ITN process in Miami-Dade County, and Ms. Kapusta walked away. Ms. Salisbury opined that Mr. Fairbanks and Mr. Sachs should have also walked away.

Ms. Sasiain testified that she also approached Ms. Lundblad. At the time, Ms. Sasiain did not know that Ms. Lundblad was on the ITN Committee or she would not have spoken with her. Ms. Sasiain disclosed to her (Ms. Lundblad) that she (Ms. Sasiain) was concerned with the entire ITN process. When asked what she thought about Citrus, Ms. Lundblad answered positively about Citrus and mentioned that they have the whole behavioral health component and had been around a long time. Ms. Salisbury

indicated that Ms. Sasiain told her (Ms. Salisbury) that Ms. Lundblad said Citrus was "great" since Citrus is such a "wonderful" agency. Ms. Sasiain told the OIG Investigator that at some point, Ms. Lundblad disclosed she could not talk about it since she was on the ITN Committee. Ms. Salisbury said that Ms. Sasiain told her (Ms. Salisbury) that Ms. Lundblad stopped herself and said, "Oh wait, I shouldn't be talking to you about this because I am a member of the [ITN] Committee." Ms. Sasiain opined that to hear Ms. Lundblad speak positively about Citrus meant that she had already made her decision.

Ms. Sasiain also spoke with Judge Cohen during a lunch break, not knowing that she (Judge Cohen) was on the ITN Committee. She raised her concerns about the conflict of interest. Eventually, Judge Cohen informed her that she (Judge Cohen) was on the ITN Committee and they stopped speaking to one another. While Ms. Sasiain was speaking with a foster parent (Circuit 2 Government Analyst II Heather Rosenberg), Ms. Kapusta passed by and Ms. Rosenberg introduced them, at which time Ms. Sasiain mentioned the ITN process and was going to ask to engage in a conversation later, but Ms. Kapusta said it was good to meet her and then walked away.

Ms. Sasiain opined that the ITN Committee had already made a decision when they delayed for the ITN public forum. The day after the public forum, foster parent Natalie Rodriguez Roy received a text message that an unknown foster parent had just spoken with someone from an agency and Citrus won the bid, despite the fact a decision had yet to be announced. Ms. Sasiain did not know who sent the text message to Ms. Roy.⁵⁷

OIG Inquiry

On November 14, 2018, the OIG Investigator e-mailed representatives from FRC, CFCE, and CHS to determine whether their staff met with representatives from the Department, Our Kids, or Citrus to discuss information related to the ITN process outside of the announced posted ITN meetings.⁵⁸

In her November 15, 2018 response, Ms. A. Jacobo indicated that CFCE had not met with any representatives from the Department, Our Kids, or Citrus to discuss information related to the bidding process outside of the announced posted ITN meetings; however, CFCE leadership met with both Our Kids and Citrus to discuss system of care issues and improvements. On November 28, 2018, Ms. A. Jacobo indicated that CFCE met with Our Kids to discuss system of care issues on the following dates during 2018:

- April 3
- April 8
- April 10
- April 25
- May 6
- June 10
- August 5
- August 7
- August 21
- September 16
- October 11
- October 24

⁵⁷ On December 3, 2018, the OIG Investigator spoke with Ms. Roy via telephone. Ms. Roy explained that she had misspoken to Ms. Sasiain, indicating that the case manager said that Citrus "had it in the bag" and was "going to win." Ms. Roy would not provide the case manager's or foster parent's name, nor did she have the text message.

⁵⁸ Based on Mr. Daly, Mr. Barreiro, Ms. Stringer, Ms. Salisbury, and Ms. Sasiain's concerns that there was an appearance that Citrus had won the contract, the OIG only included in this report meetings between FCMA and Citrus outside of the announced ITN meetings.

- July 15
- November 1

In addition, CFCE had system of care meetings with Citrus on or about September 26, 2018; October 4, 2018; October 15, 2018; and October 31, 2018.

In his November 26, 2018 response, Mr. Wunderman provided a signed and dated written response indicating there were no meetings with the Department. FRC met with Citrus on or about the following dates during 2018:

- June 6
- September 20
- October 4
- October 15 (12:30 p.m.)
- October 15 (2:00 p.m.)
- October 31

In addition, FRC met with Our Kids on October 24, 2018.

In his November 28, 2018 response, CHS Chief Compliance Officer and General Counsel Frank Gonzalez⁵⁹ indicated that CHS did not attend any meetings to discuss information related to the bidding process outside of the announced posted ITN meetings. On November 29, 2018, Mr. Gonzalez indicated that the ITN was brought up in meetings between CHS representatives and Our Kids on the following dates during 2018:

- June 1
- July 23
- July 25
- October 11
- October 17

Mr. Gonzalez added that CHS spoke with Citrus via telephone on November 1, 2018, at which time CHS agreed to provide a letter of support for Citrus.

FRCMA Testimony

June 6, 2018⁶⁰ Meeting (Citrus and FRC)

WITNESS TESTIMONY

The following individual was interviewed:

- FRC CEO Oren Wunderman

The first time Mr. Wunderman recalled attending a meeting with Citrus on behalf of FRC was on June 6, 2018. The meeting took place at Citrus and he was the only attendee from FRC. Also present (for Citrus) were Mr. Jardon, Citrus COO Maria Alonso, Ms. Torres, Ms. McGrath, and Ms. Golik. The purpose of the meeting was for Mr. Jardon and Ms. Alonso to discuss their interest in applying for the ITN. Mr. Jardon and Ms. Alonso implied that if they decided to bid, they wanted to do it in a “collegial” way to ensure FRC would provide information about the system of care.

⁵⁹ Mr. Gonzalez is not related to Ms. Gonzalez.

⁶⁰ According to Mr. Wunderman’s written response, the June 6, 2018 meeting between Citrus and FRC was “on or about.”

**September 20, 2018 Meeting
(Citrus and FRC)****WITNESS TESTIMONY****The following individuals were interviewed:**

- FRC CM Director Karen Sanchez
- FRC Training Manager Natheena Soto
- FRC CEO Oren Wunderman

According to Ms. Sanchez, she and Ms. Soto attended the meeting for FRC and Ms. E. Jacobo, Ms. Torres, and Ms. McGrath for Citrus. The purpose of the meeting was to provide a high-level overview of the Safety Methodology Model (SMM). This meeting was not in relation to FRC but more of a personal outreach. There were no discussions that referenced an ITN decision.

Ms. Soto confirmed that the purpose of the meeting was to cover the SMM. Ms. Soto learned of the meeting when Ms. Sanchez asked her to assist teaching the SMM in-house. When asked, Ms. Soto indicated that Citrus never implied or made it seem that they had won the contract during the meeting. They did not discuss the contract, only the SMM.

Mr. Wunderman testified that he was not present at the meeting; however, Ms. Sanchez told him she wanted to assist Citrus with understanding the SMM and other performance methodologies and initiated the meeting with Citrus.

**September 26, 2018 Meeting
(Citrus and CFCE)****WITNESS TESTIMONY****The following individuals were interviewed:**

- CFCE COO Aleida Jacobo
- CFCE Training Coordinator Clifford Wimberly

According to Ms. A. Jacobo, on September 26, 2018, Citrus asked CFCE if they could meet to help them understand the case manager certification process. Mr. Wimberly indicated that the meeting took place at Citrus and lasted less than 30 minutes. Ms. A. Jacobo and Mr. Wimberly attended for CFCE and Ms. Alonso, Mr. Jardon, Ms. McGrath, and Ms. Golik for Citrus.

Mr. Wimberly recalled providing an overview of what his job entails, which included the training process for case managers. He added that he speaks with Our Kids "all the time" about training since he is the coordinator. He is constantly sharing information with Our Kids and did not see anything unusual about the training he provided to Citrus.

**October 4, 2018 Meeting
(Citrus, FRC, and CFCE)****WITNESS TESTIMONY****The following individuals were interviewed:**

- FRC Director of Human Resources (HR) and Compliance Gilianne François
- FRC CM Director Karen Sanchez
- FRC CEO Oren Wunderman
- CFCE COO Aleida Jacobo

Ms. François indicated that the meeting took place at the Miami-Dade Children's Courthouse at 6:00 p.m. and lasted about an hour. Attending for FRC were Mr. Wunderman, Ms. Soto, Ms. Sanchez, and herself. There were representatives from CHS and CFCE, but Ms. François could not recall their names. Those present from Citrus were Mr. Jardon, Ms. Alonso, Citrus Clinical Supervisor Beverly Jean-Jacques,⁶¹ and Ms. McGrath, but she could not recall the names of the other attendees. Ms. Sanchez indicated that Ms. A. Jacobo was also present for CFCE.

Ms. A. Jacobo indicated that the meeting with Citrus was at the request of the ITN Committee. She said that both CFCE and FRC were asked to present their practice models and everyone asked questions based on the challenges they were having with placements. Ms. François added that the ITN Committee had questions for both Our Kids and Citrus, on topics such as understanding FRC's method for utilizing their fluctuating payrate and told both Citrus and Our Kids they could reach out to the FCMA's to obtain the requested information. Ms. Sanchez said that Citrus chose to meet with FRC in person, whereas Our Kids requested the information via e-mail. According to Mr. Wunderman, the purpose of the meeting was to discuss the changes taking place; however, he could not recall specifically what was discussed. Ms. Soto added that the meeting focused on placement and things the FCMA's would like to change.

When asked, Ms. François and Ms. Soto indicated that Citrus never implied during the meeting that they had won the contract. Ms. François opined that by the way the ITN Committee was asking questions, she did not feel that Citrus would win the contract. Ms. Sanchez said there were no discussions that referenced a decision had been made for the ITN process.

**October 15, 2018 (12:30 p.m.) Meeting
(Citrus and FRC)****WITNESS TESTIMONY****The following individuals were interviewed:**

- FRC CEO Oren Wunderman
- FRC Legal Director Kimberly Shafor

⁶¹ Ms. Jean-Jacques is the Clinical Supervisor of the Citrus Families Together Team (FTT) program.

- FRC Legal Counsel Jennifer Ley-Soto
- FRC Senior Staff Attorney Marcia Neverusky
- FRC CM Director Karen Sanchez
- FRC Training Manager Natheena Soto

Mr. Wunderman said he attended a meeting with Citrus on October 15, 2018 with Ms. Shafor, Ms. Neverusky, Ms. Ley-Soto, Ms. Sanchez, and Ms. Soto. Ms. E. Jacobo, Ms. McGrath, and Ms. Torres attended on behalf of Citrus. Ms. Ley-Soto stated that the meeting took place at the State Attorney's Office around 12:00 p.m. and lasted about 30 minutes.

Mr. Wunderman indicated that the meeting was to discuss what might be said at the public comment meeting, which he learned would be held on October 14, 2018, to ensure that presentations would be informative and not duplicative. Ms. Ley-Soto confirmed that the meeting was to discuss the public comments meeting and determine Citrus' expectations. She said there was a lot of speculation, it was an informal conversation, and nothing had been decided.

According to Ms. Neverusky, Ms. E. Jacobo made a disclaimer at the beginning of the meeting that it was not Citrus' intention to ask FRC to say or do anything. Ms. E. Jacobo asked FRC whether they would be vocalizing their issues and concerns regarding Our Kids during the public comment meeting and, if so, how they would be vocalizing those concerns. Ms. Soto added that the meeting was to tell Citrus what they (FRC) thought of the public forum and that they supported Citrus. When asked, both Ms. Neverusky and Ms. Soto indicated that Citrus never implied during the meeting that they had been awarded the contract.

**October 15, 2018 (2:00 p.m.) Meeting
(Citrus and FRC)**

WITNESS TESTIMONY

The following individuals were interviewed:

- FRC CEO Oren Wunderman
- FRC Legal Director Kimberly Shafor
- FRC CM Director Karen Sanchez
- CFCE COO Aleida Jacobo

According to Mr. Wunderman, a second meeting was held with Citrus. He, Ms. Sanchez, and Ms. Shafor attended from FRC and Mr. Jardon and Ms. Alonso were present for Citrus. The meeting was to discuss how they were going to deal with the sudden changes in the ITN process adding a public forum. Ms. Shafor added that the meeting was to discuss the public meeting and Citrus' concerns about whether rules were being followed. Ms. Sanchez indicated that the purpose the meeting was to update FRC on the status of everything, including the rules and purpose of the public forum meeting, but there were no discussions about a decision in the ITN process.

Ms. A. Jacobo added that the ITN Committee wanted to know the community opinions of Citrus and Our Kids and Citrus wanted clarification on the process for public comment. Citrus let CFCE and FRC know that they had asked the Department about the process, to include who could speak and for how long, because at the beginning of the ITN process, Citrus was not aware there would be an opening for public comment.

**October 31, 2018 Meeting
(Citrus and FRC)**

WITNESS TESTIMONY

The following individuals were interviewed:

- FRC CEO Oren Wunderman
- FRC Legal Director Kimberly Shafor
- FRC Legal Counsel Jennifer Ley-Soto
- FRC Senior Staff Attorney Marcia Neverusky
- FRC Director of HR and Compliance Gilianne François
- FRC CM Director Karen Sanchez
- FRC Training Manager Natheena Soto
- FRC Adoption Supervisor Leiseann Mentis
- FRC Director of Quality Assurance Yissel Fernandez
- FRC Data Integrity Quality Assurance Specialist Tania Armenta
- FRC CMS Carmen Alegria
- FRC CMS Stacey Stevenson
- FRC CMS Clinton Davis
- FRC CM Kalatou Camara
- FRC CM Marisell Mejia Williams
- FRC CM Scheris Lloyd

Mr. Wunderman indicated that Ms. E. Jacobo notified him of rumors “swirling,” employees beginning to panic about losing their jobs, and individuals worried about retaliation. He issued an e-mail (to FRC employees) confirming that Citrus would meet with FRC to “dispel” the fears within the agency and discuss what they (Citrus) would do if they were awarded the contract. He explained to the OIG Investigator that his reference in the e-mail to “discuss several aspects of the ITN bidding process” was to clarify rumors. He noted that Judge Lederman made public statements that “Citrus is only in it for the money...” several times at the CBC Alliance meetings.

FRC employees told the OIG Investigator that the purpose of the meeting was to educate FRC staff and dispel rumors, as follows:

- Ms. Shafor indicated that the meeting was to inform staff of what Citrus offered prior to the November 8, 2018 public meeting. She said case managers had a lack of knowledge of the ITN process and the goal was for staff to have enough information about Citrus to support them and have a good “turnaround” at the public meeting.

- Ms. Neverusky opined that the meeting was for Citrus to meet FRC staff and allow FRC staff to ask questions because there were rumors that FRC would be shut down and employees would lose jobs or have a change in pay and benefits. Ms. Neverusky said that Mr. Wunderman wanted the employees to have an opportunity to meet with Citrus and Citrus wanted to meet FRC staff.
- Ms. François indicated that Mr. Wunderman opened the meeting to all staff since line staff did not attend the ITN public meetings or see the oral presentations and negotiations. She said there were rumors going around that agencies were going to close, and Citrus wanted to explain to FRC that nothing negative would happen if they won the contract.
- Ms. Alegria added that FRC employees had questions about Citrus' proposal, such as how it would help clients and improve their work environment. She opined that there were situations in which Our Kids lied to FRC; therefore, FRC wanted to hear from Citrus to see if conditions would be better for clients and staff.
- Mr. Davis stated that the purpose of the meeting was to inform FRC staff of Citrus' plans if they were awarded the lead agency contract. He said Citrus came to get support from FRC upfront.
- Ms. Camara indicated that the meeting was to have Citrus explain what they were about and what plans they had to improve the job. For example, Citrus wants to implement therapy at the initial shelter of a child and continue therapy until the case is transferred to case management.

Ms. Ley-Soto, Ms. Neverusky, Ms. François, Ms. Sanchez, Ms. Soto, Ms. Mentis, Ms. Fernandez, Ms. Armenta, Ms. Stevenson, Mr. Davis, Ms. Williams, and Ms. Lloyd each communicated that at the meeting, Citrus described their agency and/or its plan if they were to be awarded the lead agency contract. Ms. Neverusky indicated that Ms. Torres presented on licensing and foster placement, Ms. McGrath on clinical assistance Citrus could provide, Ms. Jean-Jacques on the program that oversees non-court cases, and Mr. Jardon on budget. Ms. Sanchez recalled that Citrus discussed issues with placement, point of contacts between child protective investigators and case management, and improving the Family Functioning Assessment (FFA).⁶² According to Ms. Mentis, Citrus provided FRC with information on their history in the community.

Ms. Shafor, Ms. Ley-Soto, Ms. Stevenson, and Ms. Williams each indicated that Citrus explained the ITN process and/or informed FRC of the current status of the ITN process. Ms. Ley-Soto said Citrus mentioned that the contract was still pending and a public comment meeting would take place. Ms. Williams stated they were told the bid was submitted. When asked if there were any concerns discussed about the actual process or who was winning the process, Ms. Williams responded, "No, none of that."

Mr. Davis denied that Citrus spoke about the ITN process at this meeting.

Ms. Shafor, Ms. Ley-Soto, Ms. Sanchez, Ms. Fernandez, and Ms. Alegria spoke of Citrus addressing the rumors circulating about what would happen if they were the lead agency. Ms. Shafor said that the Citrus representatives indicated a rumor about them

⁶² An FFA is used by a case manager as a starting point for further assessing the underlying family conditions related to impending danger and caregiver protective capacities.

taking contracts away from the providers was not true. Ms. Ley-Soto indicated that there were rumors Citrus would put providers out of business, did not want to work with the agencies, and wanted to bring case management in-house. Ms. Sanchez stated some of the rumors were if Citrus would not affiliate with Miami Bridge Youth and Family Services, Inc., move services in-house, and cancel several other providers. Ms. Sanchez said that FRC staff were filled with anxiety because “no one knew” what was going on or what agency was going to be awarded the contract and the rumors led FRC staff to be more concerned about retaliation because FRC supported Citrus. Ms. Fernandez indicated there were rumors that providers were “nervous” about losing their contract and Citrus made sure FRC knew that was not their plan. Ms. Alegria said that when she informed Citrus that she heard a conversation, in which Our Kids said that if Citrus took over, they would lose their contract and not be a provider, Citrus explained that it would not happen.

Ms. Ley-Soto, Ms. Neverusky, Ms. Sanchez, Ms. Alegria, and Mr. Davis each indicated that Citrus heard and answered questions from FRC staff. Ms. Sanchez said the meeting helped calm staff down because they were able to ask questions. Ms. Alegria recalled asking Ms. Torres a question addressing placement, to which Ms. Torres responded with an example of receiving centers with a therapist to reduce trauma to children. As a case manager, Ms. Alegria thought it was a wonderful proposal. Mr. Davis stated that individuals were asking general questions pertaining to different scenarios for Citrus.

Ms. Ley-Soto, Ms. Neverusky, Ms. François, Ms. Sanchez, Ms. Soto, Ms. Mentis, Ms. Fernandez, Ms. Armenta, Ms. Alegria, Ms. Stevenson, Mr. Davis, Ms. Camara, Ms. Williams, and Ms. Lloyd each indicated that Citrus never implied they had been awarded the contract. Ms. Neverusky said that every time Citrus mentioned the ITN process, she heard the terms “if” or “in the event” they won the bid. Ms. Sanchez stated that there were no discussions that a decision for the ITN process had been made and Citrus made it clear they did not know what the outcome would be. Ms. Soto indicated that case managers and supervisors asked if Citrus would do things differently if they were awarded the contract, and Citrus was clear that everything was still “up in the air” until a decision was made. Ms. Mentis added that there were no questions or conversations about who was winning or had won the ITN. Ms. Fernandez told the OIG Investigator that Citrus kept saying, “If we win the contract, this is what, you know, we would like to implement, and everything would be in conjunction with the agencies.” Ms. Armenta remembered that Citrus corrected an FRC employee (unknown) who made a comment that made it seem Citrus had been awarded the contract and one of the Citrus employees (believed to be Mr. Jardon) mentioned they do not have the contract. Ms. Alegria said she asked if Citrus had spoken with providers, to which Citrus responded that they had not since they were still in the ITN process. Ms. Stevenson indicated that during the meeting, it was not disclosed whether Citrus had received the contract. When asked if anyone from Citrus was speaking as if they had already won the contract, Ms. Camara replied, “Oh no, no. Trust me...none of them ever mentioned [they were] going to win...”

**October 31, 2018 Meeting
(Citrus and CFCE)**

WITNESS TESTIMONY

The following individuals were interviewed:

- CFCE COO Aleida Jacobo
- CFCE CEO Thelma Dunn
- CFCE Assistant Director of Full CM Kerry Lewis
- CFCE Program Operations Administrator (POA) Ronnita Waters
- CFCE POA Khalilah Dawes
- CFCE Program Administrator Bruce Baskin
- CFCE CMS Katrina Barnes-Casher (Casher)
- CFCE Adoption Supervisor Gina Johnson
- CFCE CMS Evelyn Calo
- CFCE CMS Kellee Butler
- CFCE CMS LaBronya Williams
- CFCE CMS Shurnett Samuels

Ms. A. Jacobo indicated that only administration from CFCE was present at this meeting. Both Citrus and CFCE explained how they were setup differently as it pertained to operations. Present at this meeting were Mr. Jardon, Ms. Alonso, Ms. E. Jacobo, Ms. Torres, Ms. McGrath, Ms. Jean-Jacques, and "Leslie" (unknown identity) on behalf of Citrus. Present on behalf of CFCE were Ms. Lewis, Ms. Waters, Ms. Dawes, Ms. Dunn (arrived late), Mr. Baskin (who was in and out), and a few supervisors (not identified).

CFCE employees told the OIG Investigator that the purpose of the meeting was for Citrus to introduce themselves, discuss system of care, and explain changes Citrus would make if they were awarded the contract. Ms. A. Jacobo said that they discussed what was envisioned for the community and what services would be provided, and that CFCE wanted a change due to issues with placement and licensing. Ms. Dunn, Ms. Lewis, and Ms. Casher added that Citrus wanted to introduce themselves. Ms. Lewis said that the meeting was to discuss the issues regarding the system of care, including CFCE's experience and needed improvements. Ms. Waters indicated that the meeting was more of a roundtable, where Citrus provided them with ideas of what they (Citrus) would do in child welfare. According to Ms. Dawes, the meeting was to explain Citrus' plan to improve the system of care if awarded the contract, with discussion of placements, intake, foster parents, and working toward better relationships throughout the system.

Mr. Baskin added that Citrus mentioned their plan and improvements they would work on if they were awarded the contract. Ms. Casher said that Citrus wanted to inform CFCE of their plans if they received the contract and asked CFCE what they felt Citrus could do to make things better. Ms. Johnson explained that the purpose was to inform CFCE staff of Citrus' plans if they were to be awarded the contract and she asked Citrus questions regarding case manager retention, more foster homes in the northern region,

and annual raises. Ms. Calo stated that the meeting was more about Citrus answering questions from CFCE staff on topics such as placement, children being left with nowhere to go, and whether there would be an increase in salary for the staff. Ms. Calo said questions about where Citrus would be located were brought up and Citrus responded that the office would be centralized. Ms. Butler indicated that Citrus discussed ideas for their system of care. Ms. Williams added that the purpose of the meeting was for Citrus to hear CFCE's concerns and talk to staff so that they knew where to start if they were awarded the contract, and that placement issues were a main concern discussed. Ms. Samuels said the purpose of the meeting was to discuss the ITN and the changes they (Citrus) would make if they were to get the contract.

Ms. A. Jacobo, Ms. Dunn, Ms. Lewis, Ms. Walters, Mr. Baskin, Ms. Butler, Ms. Casher, Ms. Calo, Ms. Williams, Ms. Johnson, and Mr. Samuels each denied that there were implications or suggestions from Citrus that they had been awarded the contract. Ms. A. Jacobo explained that at the time of the meeting, the panel had not yet made a decision and nothing was said to suggest that Citrus had won. Ms. Dunn indicated that the contract was not discussed and the ITN Committee had not yet voted. When asked if she had heard any rumors that Citrus had won, Ms. Lewis responded, "Not at all." Ms. Butler said there was no discussion involving who would be awarded the contract. Ms. Casher stated that Citrus indicated the battle was not over, there would be a public meeting the following week in Miami, and Tallahassee would then make their final decision. Ms. Calo recalled Citrus being very specific about not knowing anything regarding the status of the bid, was not able to answer some of the questions due to that, and their response was always "if" they get the contract. Ms. Williams recalled Citrus saying that "no one knows" and they were "still waiting to see" if they would get the contract, and when CFCE employees asked Citrus, "Did you get it," Citrus would respond with "if" they were awarded the contract. Ms. Johnson explained that Citrus would always say "if this" and "if that" when speaking to their agency. Ms. Samuels indicated that when inquiries were made about a decision on the contract award, the response (possibly by Ms. E. Jacobo) was that there was going to be a public forum and a decision would be announced sometime in December (2018).

Ms. Dawes did not recall discussions about the bidding process or its status. When asked if there were any concerns about the ITN process and selection, Mr. Baskin said, "No, there was nothing that came up about the ITN itself." Ms. Butler did not recall any questions concerning the ITN process or fairness of the process. Ms. Williams stated that Citrus informed CFCE staff of the public forum for them to attend and speak. Ms. Williams denied that Citrus asked CFCE to attend the forum to support Citrus. Ms. Johnson denied that there were any questions about the ITN process.

Citrus Testimony

WITNESS TESTIMONY

The following individuals were interviewed from Citrus:

- Citrus COO Maria Alonso
- Citrus CEO Mario Jardon
- Citrus Clinical Coordinator Kimberly McGrath

- Citrus Clinical Supervisor Beverly Jean-Jacques
- Citrus Assistant Clinical Coordinator Marta Torres⁶³

Ms. Alonso said she was the designated Citrus contact for the Department. Other members of Citrus' ITN team were not allowed to contact the Department and she confirmed that she made that clear to them.

Ms. Alonso confirmed that she met with the FCMA during the ITN negotiation meetings, prior to the ITN selection announcement. Judge Cohen had asked Citrus to meet with the FCMA prior to returning the second day (to ITN negotiation meetings) and bring, among other things, their recommendations as to matters that could be standardized.

Ms. Alonso said that when the initial ITN selection announcement indicated there would be no recommendation and a public hearing would be held, rumors began. Ms. Jean-Jacques stated it was her understanding that during the two days of proposals by Our Kids and Citrus, rumors were circulating that CFCE and FRC needed further questions answered about Citrus' system of care proposal. Ms. Alonso said Citrus heard that a lot of misinformation was being provided to the FCMA, such as FCMA contracts would be cut, Citrus would take over everything, and that Citrus was in it for the money, which she thought was "funny" since there is no money in child welfare.

Mr. Jardon decided to meet with the FCMA to educate them on Citrus' proposals, address the rumors, and explain that Citrus understood how difficult the situation was since their contracts were with Our Kids and to take whatever action they needed to take if they felt that supporting Citrus would jeopardize them contractually.

Ms. Alonso said the first meeting was at Citrus (date unknown). Ms. McGrath did not attend the meeting but indicated that Mr. Jardon and Ms. Alonso met with Mr. Wunderman.

Ms. McGrath met with CFCE and FRC on October 31, 2018 and CHS on November 5, 2018. Ms. Torres indicated that she and her team met with CFCE and FRC after the ITN process began, and a smaller group (including her) met with CHS, but she could not remember the dates. Ms. Torres said the CFCE and FRC meetings occurred on the same date, with the same Citrus personnel in attendance. Ms. Jean-Jacques stated that sometime after the presentation by Citrus (unknown date), she was involved in Citrus meetings with CFCE and FRC. Ms. McGrath said that present from Citrus at the October 31, 2018 meetings were Mr. Jardon, Ms. Alonso, Ms. Torres, Ms. Jean-Jacques, Ms. E. Jacobo, Ms. Vega, and herself. Ms. McGrath indicated that the meetings were the same; they discussed Citrus' proposed system of care enhancements and obtained feedback from the FCMA. She said the difference between the meetings was that FRC had all staff present, CFCE only had leadership, and CHS only had supervisors.

Mr. Jardon indicated that the purpose of the meetings was to ease nerves about what changes might occur if Citrus was awarded the contract. Ms. McGrath, Ms. Alonso, and Ms. Torres each said Citrus' proposed system of care plan was discussed. According

⁶³ Ms. Torres is the Assistant Clinical Coordinator of the Foster Care Plus program.

to Ms. McGrath, the purpose was also for Citrus to hear and dispel rumors and identify additional items needed if they were fortunate enough to be awarded the contract. Ms. Torres said the intent of the FRC meeting was to give FRC personnel direct information on what Citrus had presented to the panel and receive clarification on various issues, as they were hearing conflicting information from their various providers. Ms. Torres indicated that Citrus also answered questions and addressed concerns from FRC staff.

Mr. Jardon, Ms. Alonso, Ms. McGrath, and Ms. Jean-Jacques each indicated that Citrus did not say anything at the meetings that may have given the impression the ITN decision had been made and never implied they knew they would be awarded the contract. Ms. Alonso said that if they knew they would be awarded the contract, they would not have worked so hard. Ms. McGrath indicated it was “a hundred percent” clear that the decision had not been made at the time of the meetings and Citrus kept saying, “If we’re fortunate enough” to receive the award or “if we receive this award.” At the time of these meetings, Ms. Jean-Jacques was unaware of any decision by the ITN committee but an FRC case manager (unknown name) sitting next to her at the FRC meeting was constantly telling her that she (the case manager) hoped Citrus would win the contract, and she felt that was common among those attending that meeting.

Mr. Jardon had no inclination that Citrus would be the recommended vendor until the public meeting when the recommendation decision was announced. Ms. McGrath learned that the ITN Committee selected Citrus the “same day everyone else learned, when we sat there and they said 10-to-1.” She heard feedback that they “did incredibly well” and Our Kids had “not performed as well.” Ms. Jean-Jacques recalled learning about the ITN Committee decision at the selection announcement. Ms. Menendez collected the ballots and gave them to the Lead Negotiator, and Ms. Ferradaz announced there was one vote for Our Kids and 11 votes for Citrus.⁶⁴

Ms. McGrath heard through the Negotiator process that Ms. Gonzalez had a good relationship with the Department. When asked, Ms. McGrath indicated that Ms. Gonzalez was never at the meetings. She said Ms. Gonzalez was the former CEO of Our Kids and did not leave on good terms with the board. Her (Ms. Gonzalez’s) role as a developer of Stabilify was to help Citrus understand the software, its benefits, and how it could be implemented in their system of care. There were rumors that Ms. Gonzalez would be the CBC Director and would be put in behind the scenes after Citrus was awarded the contract, which is false.

Ms. McGrath confirmed that she was asked about the FCMA meetings at a November 1, 2018 CBC Alliance meeting. When Mr. Daly asked about the intent of the meeting (with FRC), she responded that Citrus met with the FCMA to discuss proposed system of care enhancements. She said that everything they told the FCMA was public record.

⁶⁴ The actual vote was 10 to 1.

ITN Committee Testimony**WITNESS TESTIMONY**

The following ITN Committee members were interviewed:

- SR RMD Bronwyn Stanford
- SR Deputy RMD Gilda Ferradaz
- SR Family and Community Services Director Charles Scherer
- SR Family Safety Program Manager Sonia de Escobar
- SR CLS Regional Director Joye Clayton
- SR Regional SAMH Behavioral Health Performance Analyst Conchita Lundblad
- 11th Judicial Circuit Judge Jeri Cohen
- ELC CEO Evelio Torres
- State Senator Rene Garcia
- SR Budget Director Rolando Barrios
- SR Director of CBC Accountability and Compliance Lourdes Pons
- SER Director of Child Welfare Kimberly Welles
- Crabtree & Auslander Partner Charles Auslander
- SR CBC Contract Manager Yanina Menendez
- SR Contract Management Administrator Debra Kuhn

Ms. Stanford indicated that, to be transparent, she strategically planned to have the vote occur at the public meeting. Mr. Menton originally advised her not to attend the public meeting because everyone would be looking at her reaction and who she associated with, but she discussed it with Ms. Ferradaz and decided that if she was not there, the community might think she already knew the decision.

Ms. Stanford was unaware of which way the vote would go and, throughout the strategy sessions, could not tell who Negotiators preferred. She was surprised when the recommendation was announced. Ms. Pons did not know which vendor would be selected until it was announced publicly. Ms. Lundblad also learned of the ITN Committee recommendation at the public announcement. She stated that both vendors were challenged with every pro and con and no vendor was perfect.

Mr. Torres indicated that he learned of the final decision when it was announced. Judge Cohen said that prior to voting (November 19, 2018), no one knew who anyone else would be voting for. Ms. Clayton became aware of the ITN Committee recommendation at the public announcement and, prior to that time, had no knowledge of the decision because no one shared their opinion. Ms. Ferradaz learned that Citrus was selected by the ITN Committee when they took the vote at the public meeting and indicated that the discussions about each vendor were fair.

Ms. de Escobar learned of the ITN Committee selection at the public meeting and was surprised at the ratio of the vote. She opined that Citrus had a much better product and would serve the community best. Ms. Kuhn found out that Citrus was recommended by the Negotiators at the public meeting where they were awarded and denied hearing about the decision prior or elsewhere.

Ms. Pons and Mr. Barrios were not able to determine if anyone on the ITN Committee favored one vendor over the other. When asked if there was anyone on the ITN Committee that appeared to have a bias, Judge Cohen responded, "No."

When asked, Mr. Scherer indicated that "it was hard to tell" if any ITN Committee members preferred one vendor over another because everyone was open minded, took it very seriously, and looked at the "factual" information. Mr. Scherer did not know how the ITN Committee was going to vote until the vote on November 19, 2018. Ms. Stanford did not vote and Mr. Scherer did not know what vendor she would have chosen had she done so.

According to Senator Garcia, the ITN Committee received instruction concerning the Sunshine Law (public records), the cone of silence, and who they could or could not speak with. Senator Garcia was advised that, in his daily work, conversations with any of the prospective vendors that did not involve the ITN would be okay.

When asked about her understanding of the cone of silence, Ms. Pons responded that they were not allowed to discuss anything ITN-related with anyone. Mr. Scherer indicated that his understanding of the cone of silence was that he was not allowed to talk to anyone about the ITN, including the ITN Committee, TAs, or members of the community, unless it was at a public meeting or one-on-one with a TA. Ms. Welles indicated that the cone of silence meant she was not supposed to have any discussions with any Negotiation Team members outside of the recorded meetings and not discuss anything that occurred in any of the sessions with anyone from the outside. Mr. Barrios opined that the cone of silence meant not to speak with anyone about the ITN process or his "thoughts" unless at a public meeting. Ms. Kuhn stated that the cone of silence meant nobody can contact any member of the executive branch within certain timeframes or decision dates to discuss the solicitation for the procurement. Ms. Kuhn stated that violations could be grounds to reject the reply.

When asked about his understanding of the cone of silence, Mr. Auslander said that it was not to have any communication outside of the public setting, whether the actual public meeting or the strategy sessions, with the ITN Committee or employees of Our Kids and Citrus. He indicated that a regular community member would not be able to speak about the ITN process with him. Ms. Clayton explained that the cone of silence meant no one could discuss the process outside of the ITN. Ms. Ferradaz said that it meant no one in the Department or on the Negotiation Team could discuss anything ITN-related throughout the entire process and when asked, indicated that she did not think it would be appropriate if team members listened.

When asked if she could listen to individuals speak about the ITN, Ms. Pons responded that she would consider that a violation of the cone of silence. When asked, Mr. Scherer responded that he believed he could listen to feedback from community members about either vendor because they opened the public comment meeting. When asked if it was acceptable outside of the public forum, Mr. Scherer stated that it depends on an individual's role. His position as Community Services Director requires him to receive feedback from the public about the vendors and provided an example of if someone had a complaint about Our Kids' Intake Unit.

Mr. Scherer indicated that when Ms. Sasiain approached him at the Summit, he immediately told her he was under a cone of silence and could not engage in the conversation (about the vendors). She disclosed that she was in support of Our Kids and had concerns for Citrus, at which time he reminded her that he was under a cone of silence. When asked if he told Ms. Sasiain he would listen to her, Mr. Scherer stated that he told her he would listen to concerns involving direct business, but anything ITN-related could not be discussed. Mr. Scherer explained an example of a "direct business" would include a child under a foster parent's care not receiving appropriate services or having problems reaching a child protective investigator or case manager.

Ms. Lundblad said she was approached at the Summit by Ms. Sasiain, who asked her, "Hey, what do you think of Citrus?" She told Ms. Sasiain that they are a good agency, but she could not discuss them since she is on the ITN Committee and ended the conversation. Ms. Lundblad did not report this incident to the ITN Committee or PM and added that there were no other incidents such as this.

When asked if she had any communication at the Summit with anyone from Citrus, Ms. Welles responded, "No," and added that she did not have communication with anyone from Citrus or Our Kids. When asked if there was ever a time that anyone tried to talk to her about the ITN process and she had to stop them, she said, "No, ma'am. Absolutely not." When asked, Ms. Welles stated that she never shared information about what occurred in the technical meetings with anybody outside of the ITN Committee, confirmed that she did not share information with any vendors, and confirmed that she did not have any discussions with Negotiation Team members outside of the recorded meetings.

When asked if she was ever in a position where someone tried to or wanted to discuss with her anything related to the ITN, Ms. Pons responded, "Once or twice." She said that when Guardian ad Litem Statewide Director Alan Abramowitz said something about the ITN, she told him that she could not discuss anything due to the cone of silence.

Senator Garcia did not have any external conversations with vendors or the public regarding the ITN and believed that if anyone tried to initiate such, he would have ended the conversation. He was not aware of any team member who did not do as they were instructed.

Mr. Torres denied having communication with any of the Evaluators or Negotiators outside of the strategy sessions. He indicated that he must communicate with Ms. Ferradaz on a regular basis for work related purposes, but he had no conversations with her regarding the ITN.

When asked if anyone had tried to talk to her about the ITN process, Judge Cohen responded that individuals, such as foster parents or guardians, would say that they cannot let this happen and we cannot let that happen, not understanding that there was a cone of silence. She would tell them that she is on the Negotiation Team and under a cone of silence, at which time they would stop.

Ms. Pons indicated that she only had one call from a Negotiator (Mr. Auslander). Mr. Auslander wanted to know whether she or someone else could provide a side-by-side comparison of the vendor responses. She advised Mr. Auslander that it was not a good

idea, but he could reach out to Ms. Ferradaz if he had any further questions. When asked if the conversation had to be documented, Ms. Pons responded she was not told to do so. Ms. Pons confirmed that she notified Ms. Kuhn and Ms. Ferradaz of the telephone call and Mr. Auslander's request, as well as her response to him.

When asked, Mr. Auslander denied having ITN-related conversations with the ITN Committee outside the public meetings or strategy sessions or that there was a time someone tried to obtain information from him and he had to inform them that he was under the cone of silence. He stated that on the day of the proposed selection, when he exited the building, Mr. Wunderman approached him to say hello, at which time he (Mr. Wunderman reminded him that he was still under the cone of silence.

Ms. Clayton stated that she had to redirect a conversation at a CBC Alliance meeting (date unknown), as she and most of the ITN Committee felt like there was a strong prejudice.

Ms. Ferradaz indicated that a couple of times, Negotiation Team members called her asking whether she (Ms. Ferradaz) could speak with the OIG since there was still a cone of silence. She denied speaking with any of the ITN Committee members outside of the strategy sessions. She said there was never a time that she thought the ITN Committee members were violating the cone of silence.

Mr. Barrios denied ever having someone approach him to talk about the ITN process and said if he was in that situation, he would tell the individual that he could not speak about the process. He did not have any conversations with any of the ITN Committee members outside of the public meetings and denied having one-on-one sessions.

Ms. Kuhn indicated that Negotiators were not allowed to talk to each other about the procurement unless they were being recorded in a meeting; all questions were supposed to go to the PM. Ms. Kuhn admitted that there was one meeting (unknown date) between herself, Ms. Ferradaz, and Mr. Barrios that she did not record. The meeting was to finalize the financial questions and was followed up by an e-mail.

When asked, Mr. Auslander indicated that he never had an impression that information from the strategy meetings had been leaked.

Our Kids Testimony

WITNESS TESTIMONY

The following individual was interviewed:

- Our Kids President and CEO Michael Williams

Mr. Williams organized and led the Our Kids team response to the SR lead agency ITN, which he believed was posted in March 2018.

He confirmed that he met with the FCMA. During the negotiations, the ITN Committee asked Our Kids why their relationships with the FCMA had deteriorated; however, Our Kids had no idea that the relationships had deteriorated. There had been some intense

moments in contract negotiations with some of the FCMA, but he would not describe their relationships as deteriorated. Mr. Sheldon had never said to him that the relationships with the FCMA were bad and most of his (Mr. Sheldon's) time at Our Kids was spent trying to build relationships. Mr. Williams brought all the FCMA in one-by-one and apologized to them.

He confirmed that Our Kids meets with the FCMA monthly and has a system of care meetings to discuss issues. He added that it was revealed during the negotiation sessions that Citrus met with the FCMA. He opined that everything Our Kids has done through the ITN process has been transparent and believed that Citrus' actions were behind their (Our Kids') back.

RECORDS REVIEWED

ITN (#SNR18FS01ITN)

A review of ITN (#SNR18FS01ITN) reflected that there are limitations on contacting Department personnel, quoted in pertinent part:

2.4.1 General Limitations

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award..., any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. As part of a response to a Department request for additional or clarifying information, vendor representatives may communicate directly with other Department personnel or consultants identified by the Procurement Manager for such purposes.

2.4.2 Limitations During Negotiations

During the Negotiation Phase of this ITN: (i) any contact and communication between the members of the negotiations team for the prospective vendor(s) with whom the Department is negotiating and the [N]egotiation team for the Department is permissible, but only "on the record" (as required by subsection 286.0113(2), F.S.) during the negotiations meetings; (ii) communication between the Lead Negotiator for the prospective vendor(s) with whom the Department is negotiating and the [Lead Negotiator] for the Department outside of the negotiations meetings is permissible so long as it is in writing; and (iii) communications between prospective vendor representatives and other Department representatives is permissible only as determined in writing by the Procurement Manager. As part of an activity initiated by the Department during the negotiations phase, such as service or product demonstration, testing or development, vendor representatives may communicate directly with other Department personnel or consultants identified by the Procurement Manager or the Lead Negotiator for such purposes.

Recommendation for Award Ballot

An OIG review of the recommendation for award ballot reflected that on November 19, 2018, there were 10 Negotiator votes in favor of Citrus and one Negotiator vote in favor of Our Kids.

FRC E-mails

An OIG review of FRC e-mails revealed the following pertinent information:

- In an October 25, 2018 e-mail to Mr. Jardon, Ms. Alonso, Ms. E. Jacobo, and Ms. McGrath, Mr. Wunderman stated the following, quoted in pertinent part:

...We have scheduled a staff meeting with several Senior Staff from [Citrus] to discuss several aspects of the bidding process for Lead Agency. I am encouraging FRC Senior Staff, Legal Staff and Full Case Management Staff to please attend this meeting on Wednesday, October 31st, from 12:30 pm to 2:00pm [sic], in our Large Conference Room...

- In an e-mail sent at an unknown time, Mr. Wunderman wrote, quoted in pertinent part:

...We have scheduled a staff meeting with several Senior Staff from [Citrus] to discuss aspects of the bidding process for Lead Agency. This process has created a lot of rumors and anxiety. This meeting can be the forum at which misunderstandings can be cleared up. Therefore, I am encouraging all FRC Senior Staff, Legal Staff and Full Case Management Staff to please attend this meeting on Wednesday, October 31st, from 12:30pm [sic] to 2:00pm [sic], our Large Conference Room...

CBC Alliance Full Board Meeting Minutes

An OIG review of the November 1, 2018 CBC Alliance Full Board Meeting Minutes reflected the following information, quoted in pertinent part:

... [Mr. Daly] commented that he received information that the Citrus team met with the FCMA's yesterday to discuss the possible upcoming new regime, if they are awarded with ITN decision. [Mr. Daly] asked [Ms. McGrath] to expand on the explanation and purpose of this meeting considering we have not determined who would be awarded as of yet.

[Ms. McGrath] stated Citrus was requested to present the enhancements of the system of care that were recommended. [Ms. McGrath] stated this was the purpose of the visit and to go over what is public record and has been presented as public record to [the Department] to discuss the enhancements...

Facebook Records

In a June 29, 2018 Facebook posting, 11th Judicial Circuit State Attorney's Office State Attorney Katherine Rundle wrote the following, quoted in pertinent part:

It is with great pride that I congratulate my Chief Assistant State Attorney Esther Jacobo. Esther has been tapped to take a leadership position with [Citrus]. She has been asked to help spearhead their effort to seek the award of a State Contract for Citrus to take on the role of the agency that would coordinate all foster care and adoptive services for Miami-Dade County and Monroe County. Esther will be leaving our office in January of 2019...

ADDITIONAL ISSUE AND FINDING

On December 3, 2018, Mr. Daly sent an e-mail and additional documentation to the OIG Investigator, copying Ms. Kapusta, Ms. Stringer, and Mr. Barreiro. The e-mail outlined Mr. Daly's concerns regarding possible "bias, ethics violation and conflict of interests in the selection of the ITN [N]egotiation [T]eam members." Specifically, Mr. Daly was concerned that eight team members had direct connections to the Department, with five of them currently in Ms. Stanford's chain of command, and two team members had "ties to Citrus" and did not advise of such prior to or during the bid process. Based on the information provided by Mr. Daly, the OIG determined that the management review would address a third issue, as follows:

Additional Issue

Whether conflicts of interest existed for members of the Invitation to Negotiate (ITN) team in the ITN process to select the lead community-based care agency in the Southern Region.

Governing Directives

§ 112.311(1), (5), and (6), F.S.; § 112.313(1), (6), and (8), F.S.; § 287.057(17)(a)1. and (b)1. and 2.a. and b. and (19), F.S.; Rule 60L-36.005(1) and (3)(e) and (f)2., F.A.C.; Section 1-8.c.(5) and (6)(b); Section 2-5.a.b.(3)(b)1., (d), and (e), CFOP 75-2; and the Department of Children and Families Procurement and Contracting Playbook.

Findings**§112.311, F.S.**

§ 112.311(1), F.S., provides that, *"It is essential to the proper conduct and operation of government that public officials be independent and impartial, and that public office not be used for private gain other than the remuneration provided by law. The public interest, therefore, requires that the law protect against any conflict of interest and establish standards for the conduct of elected officials and government employees in situations where conflicts may exist."*

§ 112.311(5), F.S., provides that, *"It is hereby declared to be the policy of the state that no officer or employee of a state agency or of a county, city, or other political subdivision of the state, and no member of the Legislature or legislative employee, shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his or her duties in the public interest..."*

§ 112.311(6), F.S., provides that, *"It is declared to be the policy of the state that public officers and employees, state and local, are agents of the people and hold their positions for the benefit of the public. They are bound to uphold the Constitution of the United States and the State Constitution and to perform efficiently and faithfully their duties under the laws of the federal, state, and local governments. Such officers and employees are bound to observe, in their official acts, the highest standards of ethics consistent with this code and the advisory opinions rendered with respect hereto regardless of personal considerations, recognizing that promoting the public interest and maintaining the respect of the people in their government must be of foremost concern."*

§ 287.057, F.S.

§ 287.057(17)(a)1., F.S., provides that, *“Each agency must avoid, neutralize, or mitigate significant potential organizational conflicts of interest before a contract is awarded. If the agency elects to mitigate the significant potential organizational conflict or conflicts of interest, an adequate mitigation plan, including organizational, physical, and electronic barriers, shall be developed.”*

§ 287.057(17)(b)1., F.S. provides that, *“An agency head may not proceed with a contract award under subparagraph (a)2. if a conflict of interest is based upon the vendor gaining an unfair competitive advantage. An unfair competitive advantage exists when the vendor competing for the award of a contract obtained:*

- *Access to information that is not available to the public and would assist the vendor in obtaining the contract; or*
- *Source selection information that is relevant to the contract but is not available to all competitors and that would assist the vendor in obtaining the contract.”*

INFORMATION PROVIDED BY COMPLAINANT

In his December 3, 2018 e-mail, Mr. Daly indicated that most of the Negotiation Team members (Ms. Ferradaz, Mr. Scherer, Ms. Kuhn, Ms. Lundblad, Ms. de Escobar, and Ms. Clayton) and TAs were current Department employees who report to Ms. Stanford, in addition to two others (Mr. Auslander⁶⁵ and Mr. Torres⁶⁶), who were former SR RMDs. He added that those who might be described as community members on the team had clear conflicts of interest with their ties to the Department (Mr. Auslander and Ms. Welles) and Citrus (Ms. Welles and Senator Garcia) and should never have been selected for the team. Mr. Daly added that Ms. Welles had been employed by Citrus and Senator Garcia received financial donations from Citrus (Mr. Jardon).

WITNESS TESTIMONY**The following individuals were interviewed:**

- Lawyers for Children America Executive Director Carolyn Salisbury
- Our Kids President and CEO Michael Williams
- South Florida Foster and Adoptive Parent Association President Denise Beeman Sasiain

Ms. Salisbury has been involved as an attorney and worked with every agency in the Miami-Dade County child welfare system for almost 25 years, representing over a thousand children. For a decade, she taught at the University of Miami School of Law Children Youth Law Clinic and Center for Ethics and Public Service, where clients would come to her to address conflict concerns.

⁶⁵ According to several online media articles, Mr. Auslander served as the Department SR RMD from 1999 through September 17, 2002. The Department Records Management Team was unable to generate an Employee History Report for Mr. Auslander.

⁶⁶ According to a February 4, 2019 Employee History Report provided by the Department Records Management Team, Mr. Torres worked in six different leadership roles with position titles of “Program Administrator” or “Senior Management Analyst Supervisor” from August 1, 1996 through August 6, 2004.

Ms. Salisbury became involved in the ITN process on October 5, 2018, after she attended a “Celebration of Life” for Mr. Sheldon. There were a couple of community members (unknown) that spoke to her regarding potential ITN Committee member conflicts in the ITN process and wanted her advice. When she taught at the ethics center, she saw the most well-intentioned people not realize how their involvement in things they were too close to was perceived. She believes this is what occurred within the Department.

Ms. Salisbury indicated that there is an appearance of impropriety in addition to actual impropriety. The appearance of impropriety is that Ms. E. Jacobo, who is proposed to be the CEO of Citrus, was formerly the SR RMD and Interim Secretary of the Department. An unknown community member conducted a Google search and found two press releases from the Department; one announcing Ms. E. Jacobo’s appointment as SR RMD and the other announcing her appointment as the Interim Secretary. Both press releases mentioned the close relationship between Ms. Ferradaz and Ms. E. Jacobo.

According to Ms. Salisbury, Ms. Stanford and Ms. E. Jacobo were among the 10 or so founding members of CLS. The Google search brought up a photograph from the Florida Bar website of the CLS founding members, including Ms. Stanford and Ms. E. Jacobo. In addition, Ms. Stanford and Ms. E. Jacobo served on committees together. Given their “closeness,” it connotes an appearance of a conflict for Ms. Stanford to be part of the ITN process.

Ms. Salisbury learned from Ms. Sasiain that, during the negotiation session, questions by Ms. Stanford and Ms. Pons were given to the ITN Committee to read. Ms. Pons was the Program Director for FRC and worked closely with Ms. E. Jacobo when she (Ms. E. Jacobo) was the SR RMD. It seemed odd to the community members (unknown) that they were not allowed to ask questions, but Ms. Stanford and Ms. Pons, who were not a part of the ITN Committee, could. Ms. Pons and Ms. Stanford are part of a Technical Advisory Committee, formed to advise the ITN Committee. She opined that one of their roles was to ask questions. Ms. Salisbury believed this to be a conflict since the two individuals on the ITN Technical Advisory Committee are the ITN Committee members’ direct supervisors. She opined that the ITN Committee cannot choose not to take their advice. Supervisors are not supposed to try to influence members of the ITN Committee. In public, Ms. Stanford and Ms. Pons were influencing the ITN Committee by asking questions.

In addition, the questions asked by Ms. Stanford and Ms. Pons were challenging for Our Kids; however, the questions asked of Citrus were not and conveyed to the community members present that “it is clear” they seemed to be biased toward Citrus and against Our Kids.

According to Mr. Williams, he had been with Our Kids for only about six months when the ITN process began and he was not aware of the identity of the reviewers until the submissions occurred. He did not know anyone on the ITN Committee and his knowledge extended only to what other individuals told him. He was concerned that former RMDs were serving as community representatives. Ms. E. Jacobo, a former RMD, would be Citrus’ CEO if Citrus was awarded the contract. Mr. Williams opined

that these kinds of relationships would not have been allowed in a procurement process in Connecticut.⁶⁷

Mr. Williams added it was curious that Ms. Stanford recused herself from the ITN Committee to participate in the evaluations and negotiations; however, she performed the role of a TA, which was not clearly defined.

Another concern of Mr. Williams was that Senator Garcia had a history of campaign contributions from Mr. Jardon and Ms. Alonso. He was also bothered by the fact that Ms. Welles previously worked for Citrus. He learned from an unnamed source that Ms. Welles had a hostile relationship with Our Kids from a bad experience years ago due to a program closure by former Our Kids CEO Fran Allegra.⁶⁸ He opined that these matters should have been disclosed up front so both Our Kids and Citrus had an opportunity to protest before the ITN process began. Finally, Mr. Williams indicated that Ms. Gonzalez's company, Stabilify, was prominent in Citrus' oral presentation and written response.

Ms. Sasiain explained that she was concerned there was a "tight relationship" with the heads of the Department and Ms. E. Jacobo. A sitting attorney may need to weigh in on something and Ms. Sasiain believed it to be a conflict of interest for Ms. E. Jacobo, who currently works for the State Attorney's Office, to be sitting at the table. Ms. Sasiain noted that nine of the 11 ITN Committee members have ties to the Department and there was a Senator and a Judge on the ITN Committee; all government officials or employees. She opined that there was no community involvement.

She added that Mr. Torres is the head of the ELC, but she understood that he worked for the Department for several years. Ms. Ferradaz sits on the ELC board of directors as the Vice Chair and sits on the Children's Trust Board. She recalled seeing Ms. E. Jacobo and Ms. Ferradaz sitting together at a meeting for the Children's Trust Board, which was at one time under Mr. Auslander. She opined that there are "tight" and "deep" relationships between the Department and Citrus.

The following Citrus employees were interviewed:

- Citrus CEO Mario Jardon
- Citrus COO Maria Alonso
- Citrus Clinical Coordinator Kimberly McGrath
- Citrus Clinical Supervisor Beverly Jean-Jacques
- Citrus Legal Counsel and Privacy Officer Olga Golik

According to Mr. Jardon, he had no personal contact with any individuals on the Negotiation Team. He knew Ms. Welles from her temporary employment with Citrus; however, Citrus backed out of a contract with Our Kids and Ms. Welles left. Mr. Jardon knew Senator Garcia from when he was a Senator, in charge of a committee that Mr. Jardon met with to discuss "mental health moneys." In addition, Mr. Jardon knew Judge

⁶⁷ Prior to joining Our Kids, Mr. Williams was employed with the Connecticut Department of Children and Families in the role of Deputy Commissioner of Operations.

⁶⁸ Ms. Allegra served as Our Kids CEO between January 5, 2004 and April 1, 2014.

Cohen from South Florida Behavioral Health Network, Inc. (SFBHN)⁶⁹ and her work with sex trafficking. He added that he knew Mr. Torres from working with him in a professional capacity.

Ms. Alonso “[had] no idea” if Ms. E. Jacobo had a personal relationship with Ms. Stanford and opined that “everyone in town” knows everyone. Ms. Alonso indicated that Ms. E. Jacobo worked with Ms. Ferradaz and possibly Ms. Pons. When asked, she said she did not think there was any kind of relationship that would create a conflict of interest between Ms. E. Jacobo and Ms. Stanford, Ms. Pons, or Ms. Ferradaz. She said that because Ms. E. Jacobo worked for the State Attorney’s Office, she (Ms. E. Jacobo) ensured that Citrus abided by the rules.

Ms. McGrath confirmed that she had a part in determining conflicts of interest during the programmatic reply and added that everyone reviewed the process to determine or envision any conflicts. She believed that everyone signed the attestation form. Citrus considered Ms. E. Jacobo as CBC Director and did not foresee any conflicts since she worked at the State Attorney’s Office.

Ms. Jean-Jacques was unaware of any conflicts of interest she had with any individual on the ITN Committee. She knew Mr. Scherer professionally, but only because he presented her with an award in September 2018. She also knew Ms. Lundblad professionally, but never had any discussions with her regarding the ITN process. During the selection process, Ms. Jean-Jacques had no communication with any members of the selection committee.

Ms. Golik was unaware of any conflict of interest between Citrus, Our Kids, and Department employees on the ITN Committee.

The following ITN Committee members were interviewed:

- SR RMD Bronwyn Stanford
- SR Deputy RMD Gilda Ferradaz
- SR Family and Community Services Director Charles Scherer
- SR Family Safety Program Manager Sonia de Escobar
- SR CLS Regional Director Joye Clayton
- SR Regional SAMH Behavioral Health Performance Analyst Conchita Lundblad
- 11th Judicial Circuit Judge Jeri Cohen
- ELC CEO Evelio Torres
- State Senator Rene Garcia
- SR Budget Director Rolando Barrios
- SR Director of CBC Accountability and Compliance Lourdes Pons
- SR Director of Child Welfare Kimberly Welles
- Crabtree & Auslander Partner Charles Auslander
- SR CBC Contract Manager Yanina Menendez
- SR Contract Management Administrator Debra Kuhn

⁶⁹ SFBHN serves as the managing entity for behavioral health services in Circuit 11 (Miami-Dade County) under Contract #KH225 (effective October 1, 2010 through June 30, 2020).

According to Ms. Stanford, she assessed each individual for the perception of bias⁷⁰ and selected a team of people she believed had no bias or appearance of bias. Mr. Daly made his opinion in favor of Our Kids known; therefore, she could not put him on the team. She believed he could be fair; however, his comments about the vendors could be perceived as biased. Judge Lederman was very close to Mr. Sheldon. Ms. Stanford knew Judge Lederman could be fair but considered that her relationship with Mr. Sheldon could be perceived as biased. Ms. Stanford originally wanted Ms. Pons on the team because she (Ms. Pons) is a case management expert; however, Ms. Pons was previously interested in a position with Our Kids for which she was not selected.

Ms. Stanford did not know much about Senator Garcia, other than he was well respected in the community, involved, and knowledgeable, and she knew of no issues that would keep him from being a Negotiator, so she was “okay” with it. She thought Ms. Welles would be a good candidate because she was from a different region and very knowledgeable, vocal, and willing to ask the hard questions.

Ms. Stanford did not consider the appearance of bias with the majority of the Negotiation Team being from the SR because she scrutinized everyone she chose. She never asked the selected team members whether they had grievances with or preferences for one vendor over another; however, she informed them that they were chosen based on lack of bias or favoritism. Aside from the Conflict of Interest Questionnaire, there were no additional efforts to determine whether anyone selected had a conflict of interest, preference for, or grievances against any vendor.

When asked, Ms. Stanford indicated she did not consider whether Ms. Ferradaz or Ms. Kuhn could serve as Negotiators after helping draft the ITN, as she knew them to be knowledgeable and fair. Ms. Ferradaz did not know of any potential conflicts of interest between any team members and vendors.

Ms. Stanford learned that Ms. E. Jacobo would be the CEO for Citrus when Citrus submitted their reply. She knew Ms. E. Jacobo from when Ms. E. Jacobo was the SR CLS Director at the same time Ms. Stanford was the SunCoast Region CLS Director. When Ms. E. Jacobo became SR RMD, Ms. Stanford followed her to be the Interim SR CLS Director. When Ms. E. Jacobo left the position as RMD, Ms. Stanford was appointed as the SR RMD.

Ms. Stanford was not aware of existing conflicts of interest between Negotiators and the vendors prior to selecting the team. When asked whether she was now aware of potential conflicts of interest, she replied that she had recently learned (December 7, 2018) from Ms. Kapusta that Ms. Welles previously worked for Citrus (approximately 10-12 years prior for approximately 10 months) and said if she had known, she would have vetted it out. Ms. Stanford thinks Ms. Welles is a very fair person and her prior employment with Citrus had no bearing on who she voted for. She added that Ms. Welles technically worked for Our Kids through a provider at some point as well, but she would have liked to have known about her employment with Citrus prior to the ITN process.

⁷⁰ Except Senator Garcia, as previously noted.

Ms. Stanford said Ms. Gonzalez became CEO of Our Kids approximately two months prior to her (Ms. Stanford) becoming the SR RMD and they worked together to repair the relationship between the Department and Our Kids. Ms. Stanford confirmed that she and Ms. Gonzalez are now friends. Prior to the ITN, they “hung out” approximately every two weeks but, because of the ITN, she did not socialize with Ms. Gonzalez throughout the ITN process. Ms. Gonzalez did not inform Ms. Stanford that her company (Stabilify) would be involved with Citrus and she (Ms. Stanford) was unaware Ms. Gonzalez had anything to do with Citrus until Citrus’ presentation, when Stabilify Chief Technology Officer and Vice President of Product Development Dave Harland presented on Stabilify. Ms. Stanford added that Ms. Pons had been friends with Ms. Gonzalez for approximately 30 years.

Ms. Stanford thought her hands-on role as a TA in this ITN was the right thing to do; she should not be a voting member. When asked about the potential perceived bias of being involved and the Negotiation Team members consisting of many of her subordinates, she explained that she was intentional about making a team of fair Negotiators and, as the RMD, had a real interest in getting the best value/vendor for this work.

When asked about any additional potential conflicts of interest, Ms. Stanford related that Ms. Kapusta mentioned that Senator Garcia received campaign donations. She (Ms. Stanford) looked but did not find the alleged donations. When shown the 2016 donation from Mr. Jardon to Senator Garcia’s campaign and asked whether that information would have changed her decision to include Senator Garcia on the Negotiation Team, Ms. Stanford replied, “It’s hard to ask me that question now because I saw how fair he was and how hard he was on Citrus, on both...” After considering further, she indicated that had she known, she would not have included him on the team. She might have asked whether he was aware of Mr. Jardon’s contribution to his campaign.

According to Senator Garcia, in his State Senator role as the Chairman of the Children and Families and Elder Affairs Committee, he had working relationships with many of the vendors and/or their representatives; however, none were outside of a working relationship and he said he did not have any conflicts of interest with any of the vendors. He was not aware of any personal relationships between the ITN Committee members and vendors. Senator Garcia recalled signing a Conflict of Interest Questionnaire and believed that it was done in a group setting with other team members but did not recall signing a second Conflict of Interest Questionnaire once proposals were received from vendors. Senator Garcia stated he was aware that both Our Kids and Citrus were submitting proposals for the ITN; however, only through “word on the street” in his role with the Children and Families and Elder Affairs Committee.

Senator Garcia stated that he did not research his campaign contributions (then Florida Senate or current County Commission) prior to signing the Conflict of Interest Questionnaire because he had no reason to believe that any potential conflicts existed. He was not aware of Mr. Jardon’s \$1,000 contribution to his 2016 Senate campaign. He added that his accountant, not he, handles campaign contributions, and he was in no way whatsoever influenced by any campaign contribution. Senator Garcia opined that his past work as a committee Chairperson could infer more influence on behalf of Our Kids because he worked with them on many occasions in that capacity, but also confirmed working relationships in that same role with both Mr. Jardon and Ms. Alonso;

however, he clarified that none of his relationships with the vendors went beyond working relationships. Senator Garcia reiterated that he was not influenced in any way for either of the prospective vendors and chose Citrus based on their oral and written presentations, and responses to questions, which were better than those submitted by Our Kids. He stated that many ITN Committee members had longstanding working relationships with the vendors; however, the ITN Committee was very fair. Based on the meeting discussions, he could not tell which way any of the Negotiation Team members would be voting and was surprised when the vote was 9-to-1⁷¹ for Citrus. He thought it would be a closer vote for either vendor; however, based on the presentations, he would not change his vote. Senator Garcia opined that every ITN Committee member he worked with took their job seriously and had no perceived or actual bias against any vendor.

When asked if she ever worked for Citrus, Ms. Welles indicated she left employment with the Department in September 2004 when she was hired by Citrus to be the Executive Director, worked for Citrus for “maybe” 10 months, and left employment with Citrus when their contract situation changed. When asked if she currently had any relationships with anyone she worked with at Citrus, Ms. Welles said, “Absolutely not,” indicating that when she sees them at the annual summit or during an arbitrary meeting they are always friendly, but it took a while to get there because of the prior tenuous and stressful situation with Citrus’ contract during her employment there. She returned to employment with the Department in 2006.

Mr. Auslander confirmed that he completed a Conflict of Interest Questionnaire and, when asked, indicated he did not have any conflicts he had to address. Mr. Auslander could not recall if he knew who the vendors would be when he was selected for the ITN Committee and said he may have found out right after he was selected but assumed Our Kids would be one of the vendors. Mr. Auslander never worked for Our Kids or Citrus. When asked about personal relationships with any of Our Kids’ or Citrus’ management, Mr. Auslander responded that there was a period, ending several years ago, where he considered Our Kids Director of Behavioral Health Services Taya Taube a personal friend. Mr. Auslander indicated that he has a professional relationship with Ms. Alonso from when he was the Children’s Trust COO and CEO and Ms. Alonso was a board member and subsequently the chair of the Children’s Trust (date unknown). The last time he spoke with Ms. Alonso outside of the ITN process was before the process began. Mr. Auslander confirmed that Ms. Taub took part in the Our Kids presentations, discussing work related to children’s mental health, but denied having ITN-related conversations with Ms. Taub outside of the public meetings; he has rarely spoken with Ms. Taub in the last three-plus years.

Mr. Auslander did not believe he knew Ms. E. Jacobo when he worked at the Department and, when asked, indicated he did not have a current professional relationship with Ms. E. Jacobo. He said she was on the Children’s Trust Board for the State Attorney’s Office and he recalled knowing her before she became Interim Department Secretary. The last time he spoke with Ms. E. Jacobo outside the ITN process was at an event before the ITN process began. When asked if he believed there to be any perceived conflicts of interest with any of the ITN Committee members, Mr. Auslander responded, “No.”

⁷¹ The vote was actually 10 to 1.

When asked, Mr. Torres responded that he had no conflicts to report and there were no questions posed to him about his specific views on the vendors (Our Kids and Citrus). He denied any previous employment with Our Kids or Citrus and indicated that he did not have any personal relationships with anyone from Our Kids or Citrus, although he knew, professionally, individuals from both organizations. He knew Mr. Jardon and Ms. Alonso, recognized their staff from attending meetings, and recently just met Mr. Williams.

Mr. Torres confirmed that he sat on the Children's Trust Board for six to eight years and, when asked, said that Ms. Alonso was the chair of the board. He could not recall whether Ms. E. Jacobo or Ms. Ferradaz sat on the Children's Trust Board for the Department. He knew Ms. E. Jacobo from her previous position as Finance Chair on the ELC Board and as the former Department Interim Secretary and added that Ms. Ferradaz currently serves on the ELC Board, which is statutorily required. When asked about any ELC contracts with either Our Kids or Citrus, Mr. Torres indicated that ELC has one or more contracts; however, neither Mr. Torres nor ELC receive a financial gain from the contract since ELC pays Citrus for a service. Mr. Torres indicated that ELC also has a relationship with Our Kids and the Department since they all serve "at risk" children.

Mr. Torres indicated that he did not have personal relationships with any of the individuals, stating that Miami is a "big small town" where everyone knows one another. He did not know of any situations where the ITN Committee members may have had an appearance of and/or actual conflict of interest with Our Kids and Citrus.

According to Ms. Pons, she was required to fill out a Conflict of Interest Questionnaire and did not have any conflicts. She indicated that she had not worked for the vendors and does not have any personal relationships with anyone on the vendor teams. Ms. Pons has known Mr. Jardon and Ms. Alonso for years and has socialized with them in the past due to being in child welfare; she had dinner with them a couple of times, years ago, and could not recall anything recent. Ms. Pons said that she and Ms. Ferradaz kept in touch with Ms. E. Jacobo after Ms. E. Jacobo left the Department. She does not consider Ms. E. Jacobo a close friend but has had lunch with her (times unknown); however, not since Ms. E. Jacobo became a part of Citrus' team. She learned that Ms. E. Jacobo was on Citrus' team when the Citrus response was received.

When asked, Judge Cohen responded that she was not aware Ronald Book had contributed to her campaign or that he was a lobbyist for Our Kids. She indicated that even if she had known, it would not have influenced her decision.

Judge Cohen had never been employed by either Our Kids or Citrus. When asked about personal relationships with anyone on Our Kids or Citrus' team, Judge Cohen responded that she sits on the SFBHN Executive Committee with Mr. Jardon. She also runs treatment court, where she works with Ms. E. Jacobo. She added that she has known Ms. E. Jacobo "for years" since she (Ms. E. Jacobo) worked for the Department. Judge Cohen does not go out socially with anyone. She confirmed that she talks about issues with the individuals from time to time, but never during the ITN process. Judge Cohen said she did not have any conflict of interest with any of the vendors. She did

not talk to any member of either vendor about the ITN process except in the confines of the room where it was being recorded.

Judge Cohen was unsure about Ms. Stanford's relationship with Ms. E. Jacobo but opined that they have a professional relationship. To her knowledge, Ms. Stanford does not have a social relationship with Ms. E. Jacobo. She has not heard from anyone in the community on the perception of the relationship between Ms. Stanford and Ms. E. Jacobo. When asked if she thought it was a concern that there were so many Department employees from the SR on the ITN Committee, Judge Cohen responded that she questioned it in her mind, but it was not her business to determine who was on the team.

Ms. Ferradaz has never worked for Our Kids or Citrus and denied any personal relationships with anyone in management at Our Kids or Citrus. She added that she has had lunch in the past with Ms. Alonso, Mr. Jardon, and Ms. E. Jacobo; however, does not go out with them on the weekend. When asked, Ms. Ferradaz indicated that she did not know of anyone on the ITN Committee with a personal relationship with anyone from Our Kids or Citrus.

Ms. de Escobar indicated that she did not have any conflicts with anyone from Our Kids or Citrus and did not know of anyone on the ITN Committee with a conflict of interest or personal relationship with anyone from either Our Kids or Citrus. She added that some individuals in the ITN process have worked with each other for 20 years, so it would not be accurate to say that they do not know each other.

Ms. Clayton did not perceive a conflict of interest for any member of the ITN Committee. She said that from the beginning, Ms. Stanford repeated that she wanted this to be an unbiased process.

Mr. Scherer indicated that he never worked for either vendor and only has a professional relationship with the individuals from Our Kids and Citrus. He was unaware of any exterior relationships or conflicts of interest within or outside of the ITN Committee.

Mr. Barrios never worked for either Our Kids or Citrus and was not aware of anyone on the ITN Committee that had worked for either of the vendors. When asked about personal relationships with either of the vendors, Mr. Barrios indicated that Citrus has been around a long time and he was not aware of the extent of the relationships outside, but he would say that people know each other. Mr. Barrios does not have any personal relationships with either Our Kids or Citrus and stated that he was not aware of any personal relationships between team members and the vendors. He had no perceived or real views that team members and/or vendors had any conflicts of interest.

Ms. Kuhn denied knowing of any potential conflicts of interest on the ITN Committee. She never worked for either vendor and has no conflict of interest with either vendor.

RECORDS REVIEWEDDepartment E-mails

An OIG review of Department e-mails revealed the following pertinent information:

- In a May 31, 2018 e-mail to Mr. Daly, Ms. Stanford wrote the following, quoted in pertinent part:

...Yes, the Secretary does provide the RMDs with full authority for choosing the team members for the ITN with the instruction that it is imperative to choose members who are objective and/or don't portray any perception of any subjectivity...

My job is to ensure that I choose a team that does not have any biases or does not appear to have any strong preconceived opinions or biases regarding the current contract holder...

The team I choose will be based on their knowledge of the system, their commitment to children and the child welfare system, their ability to be objective, and the fact that they do not portray any appearance of biases regarding the current contract holder. While many may meet this criteria, I also have to narrow the team to a reasonable number.

- In a May 31, 2018 e-mail to Mr. Daly, Mr. Carroll wrote the following, quoted in pertinent part:

Your account of my conversation with Bronwyn is not correct. I do not choose folks to sit on evaluation teams. The Regional Manager Directors have full authority to select these teams as they are far more familiar with local stakeholders than anybody in Tallahassee including me...

Whether you personally support or do not support [Mr. Sheldon] is irrelevant in serving on the ITN selection team. Whether you talked to a reporter regarding your concerns for kids in our care is also not relevant and will never be a factor.

When I was asked a specific question regarding this team I stated that we need to make every effort to ensure that the team can be objective, open minded, and make a selection based on the quality of provider and their proposals regarding the system of care and not any preconceived biases.

At this point we don't even know if there will be multiple bidders in Miami. If there are then it becomes even more important that members of the selected team are objective and are perceived to be objective by local stakeholders and the community. A key to successful implementation of community based care is community trust. The department just can't risk perceptions in the community that the competitive procurement was unfair.

My instruction to Bronwyn was that if you feel there is a perception or potentially a perception that anybody on the selection team was bias and not objective then you need to take action to remove that person to avoid creating a perception of bias...

Facebook Records

- In a June 29, 2018 Facebook posting, Ms. Rundle wrote the following, quoted in pertinent part:

Esther has been a practicing attorney for over twenty-six years and has spent the last three years as a Chief Assistant State Attorney in our office. Before that, she was my Chief of Staff...

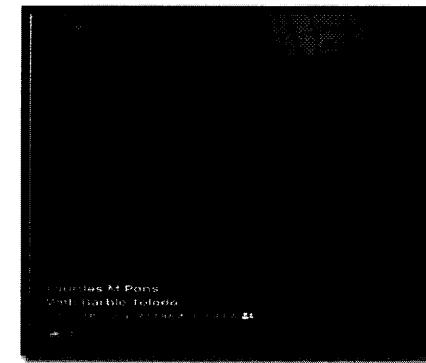
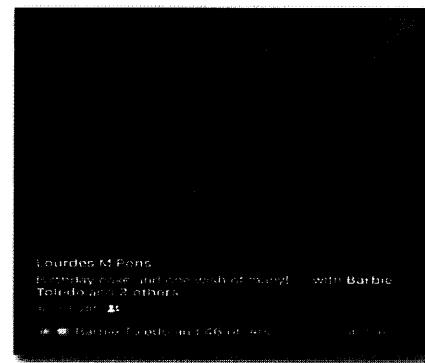
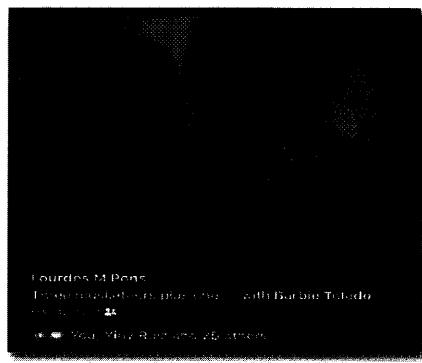
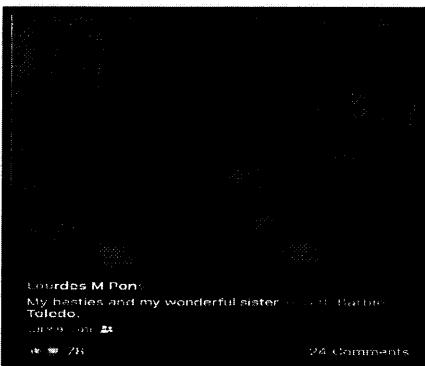
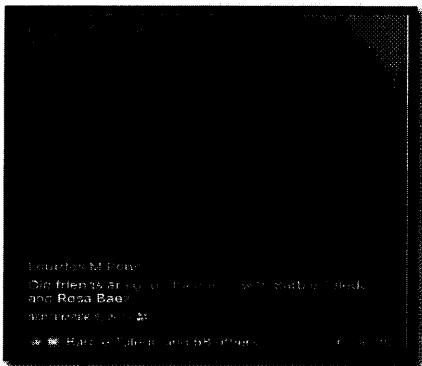
In January 2008, Esther was hired as the Regional Director for the Department of Children and Families (DCF) Children's Legal Services Division...

After just one year in that position, she was promoted to Deputy Statewide Director in February 2009, responsible for developing and delivering litigation and trial skills training to [CLS] lawyers statewide. She also spearheaded CLS initiatives statewide including developing protocols and best practices...

In September 2011, Esther was once again promoted within the Department to the position of Managing Director, Southern Region (Miami-Dade and Monroe Counties) ...

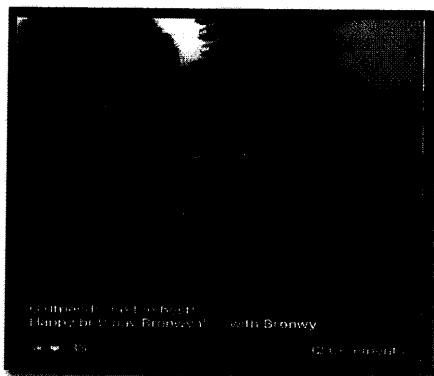
Then in July 2013, Governor Rick Scott appointed Esther to the important and prestigious post of Secretary of DCF, managing the agency of approximately 12,000 employees and a multibillion dollar budget...

- An OIG review of photographs⁷² posted on Facebook and sent via an anonymous December 13, 2018 e-mail⁷³ reflected the following, in pertinent part:



⁷² Pictured in the photographs are, with other unidentified individuals, Ms. Stanford, Ms. Pons, Stability Director of Customer Engagement Barbie Toledo, Ms. Gonzalez, Ms. A. Jacobo, and Ms. de Escobar.

⁷³ The e-mail was sent to the Department from concernedmiamicitizens@yahoo.com.



Stabilify Website⁷⁴

An OIG review of Stabilify's website revealed that Ms. Gonzalez is listed as the President of Stabilify and Ms. Toledo as the Director of Customer Engagement. Prior to founding Stabilify, Ms. Gonzalez "served as President and [CEO] of [Our Kids], overseeing the organization's strategy and vision..." Ms. Gonzalez also was "General Counsel and Executive Director at [CHS] – Southeastern Division..." Prior to joining Stabilify, Ms. Toledo "was the Vice-President & COO of [Our Kids] ..." In addition, she worked in different positions with the Department throughout her child welfare career.



Citrus Programmatic ITN Response

An OIG review of Citrus' Programmatic ITN Response revealed that Stabilify was a listed subcontractor expected to perform work under the Department contract. The following information is listed in the response, quoted in pertinent part:

- *Brief description of Subcontractor's organization, including number of years in business, subsidiaries, parent corporations, officers: include organization charts and details concerning the number of facilities by geographic location:*
 - *Stabilify is a Florida limited liability company that has been in business since March 22, 2017...The Manager and [CEO] of Stabilify is Gregory N. Anderson, Esq. The President of the company is [Ms. Gonzalez], Esq. and the Chief Technology Officer and Vice-President of Product Development is [Mr. Harland]. Stabilify presently operates one office, which is in Coral Gables, Florida.*
- *Brief description of Subcontractor's principal type of business, history, and what uniquely qualifies the subcontractor for the work described in this ITN:*

⁷⁴ Located at www.stabilify.net.

- *Stability is a technology company delivering innovative and unique solutions empowering child welfare organizations to achieve measurably better outcomes for their clients, as well as operational efficiencies... Stability is uniquely qualified to provide the technology underpinning the work described in this ITN, including all data-related and report-related tasks charged to the Lead Agency, because its team includes (a) child welfare executives with more than 50 years' combined experience serving the Miami-Dade and Monroe Counties' communities; and (b) software developers and system designers with extensive technical, analytical, data-related and delivery experience in the child welfare arena, and, more specifically, in Florida.*
- *Identification of any potential/actual conflicts of interest that might arise for the Subcontractor as a result of contract award to the Subcontractor, and describe in detail the plan to eliminate or mitigate them. Such conflicts include those covered by APPENDIX XI, Section 6 of the PUR 1001.⁷⁵ Address both personal and organizational conflicts.*
 - *None presently known.*

E-mail Correspondence

The OIG Investigator requested the dollar amount that Stability would receive if Citrus was awarded the contract. In a January 30, 2019 e-mail to the OIG Investigator, Panza, Maurer & Maynard, P.A. Associate Attorney Angelina Gonzalez responded, "...the projected costs contained in Citrus' first ITN for the Stability product are roughly \$980,000."

Florida Lobbyist Registration and Compensation

According to Florida Lobbyist Registration and Compensation, Mr. Book is a registered lobbyist with Our Kids, which is named as one of his registered principals as of January 4, 2018.

Campaign Contribution Records

An OIG review of the State of Florida contribution campaign records for Senator Garcia and Judge Cohen during election years 2008, 2010, 2012, 2014, and 2016 reflected pertinent⁷⁶ campaign contributions, as follows:

Donor	Date	Amount	Occupation	Candidate
Ronald Book	March 2, 2007	\$500	Lobbyist	Senator Garcia
Ronald Book L.	February 24, 2008	\$500	Attorney	Judge Cohen
Ronald Book L.	March 3, 2008	\$500	GVMT Relations	Senator Garcia
Mario Jardon	June 8, 2009	\$500	Citrus Health CEO	Senator Garcia
Maria Alonso	June 8, 2009	\$250	Citrus Health COO	Senator Garcia
Ronald Book	February 9, 2011	\$500	Consultant	Senator Garcia

⁷⁵ According to Section 6 of the PUR 1001, the solicitation is subject to Chapter 112, F.S. Respondents shall disclose with their response the name of any officer, director, employee, or other agent who is also an employee of the state. Respondents shall also disclose the name of any state employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

⁷⁶ The OIG researched and included campaign contributions from individuals known to be associated with Our Kids or Citrus; however, there may be additional contributing individuals of whom the OIG is not aware.

Donor	Date	Amount	Occupation	Candidate
Ronald Book PA	February 9, 2011	\$500	Consulting	Senator Garcia
Ronald Book	February 25, 2013	\$500	Consultant	Senator Garcia
Ronald Book PA	February 25, 2013	\$500	Consulting Company	Senator Garcia
Ronald Book PA	February 25, 2013	\$500	Consulting Company	Senator Garcia
Ronald Book	June 17, 2014	\$500	Attorney	Senator Garcia
Ronald Book	June 17, 2014	\$500	Attorney	Senator Garcia
Ronald Book PA	June 17, 2014	\$500	Law Firm	Senator Garcia
Mario Jardon	September 2, 2016	\$1,000	Healthcare Co. CEO	Senator Garcia

- Senator Garcia received \$5,500 in campaign contributions from Mr. Book, \$1,500 in campaign contributions from Mr. Jardon, and \$250 in campaign contributions from Ms. Alonso.
- Judge Cohen received \$500 in campaign contributions from Mr. Book.

Department CLS Newsletter

An OIG review of an August 2008 Department CLS newsletter reflected that the Department launched a statewide law firm for children, CLS. The CLS leadership team included Ms. Stanford, Ms. E. Jacobo, and Mr. Sheldon. At the time, Mr. Sheldon was the Department Assistant Secretary for Operations, Ms. E. Jacobo was the CLS SER/SR Regional Director, and Ms. Stanford was the CLS SunCoast Regional Director and Statewide Attorney Recruiter.



Front Row: George Sheldon, Esther Jacobo, Deborah Schroth, Mary Cagle, Karlene Cole-Palmer, General Butterworth
Back Row: John Traphofner, DJ Cannava, Bronwyn Stanford, George Beckwith, Jeff Gillen, Marilyn Krantz (not pictured)

Department Press Release

An OIG review of Department press releases provided by Ms. Sasiain⁷⁷ reflected the following information, quoted in pertinent part:

- **(July 24, 2013)** – ...Ferradaz worked as Circuit Administrator for [the Department] in the [SR] from 2006 to 2011. She is currently the Region's Senior Management Supervisor. Her temporary appointment comes as [Ms. E. Jacobo] begins traveling the state in her new role as head of [the Department] in an effort to better understand the unique challenges facing [the Department] in each of the regions.
... [Ms. E. Jacobo] and [Ms. Ferradaz] worked side by side in the [SR] before [Ms. E. Jacobo's] appointment to Interim Secretary last week...
- **(January 31, 2014)** – ... [Ms. Ferradaz] has been serving in an interim capacity since July when [Ms. E. Jacobo], who formerly served as [RMD], was tapped as [Department] Interim Secretary.

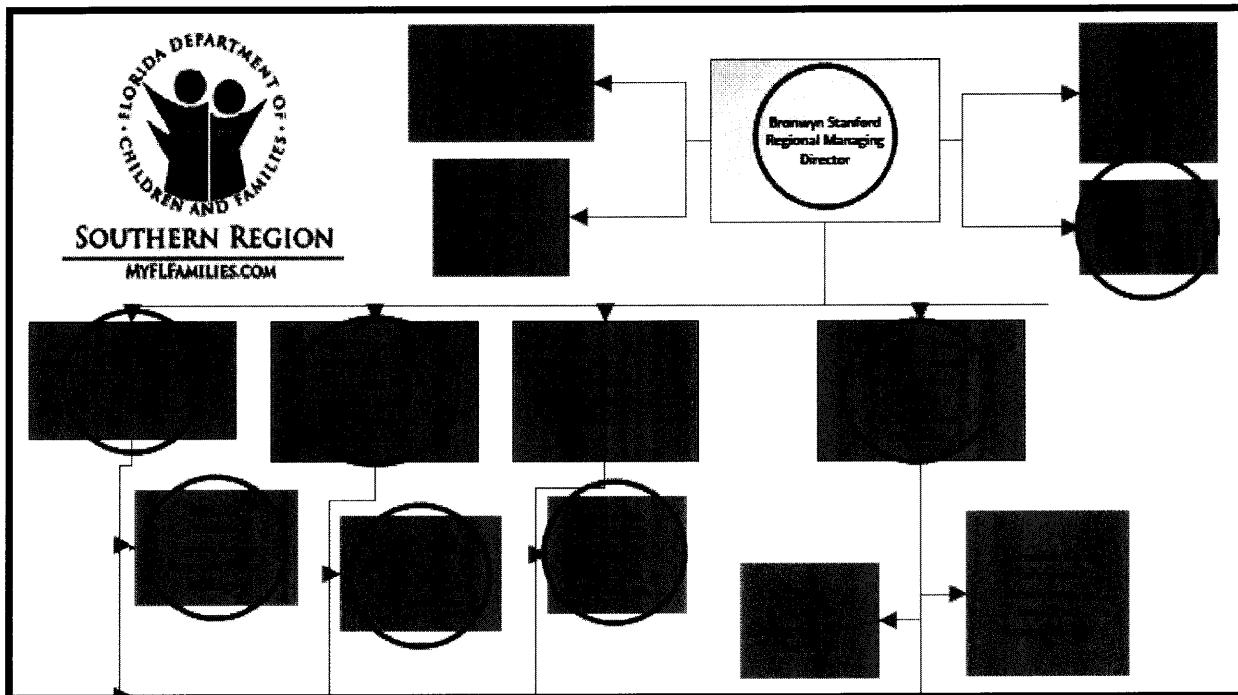
⁷⁷ The OIG Investigator was unable to locate the press releases on the Department website.

"No matter what position she has been in, [Ms. Ferradaz] brings passion and professionalism, qualities that inspire employees, partners and clients alike," [Ms. E. Jacobo] said...

Ferradaz worked as Circuit Administrator for [the Department] in the [SR] from 2006 to 2011 and then served as the Region's Senior Management Supervisor. [Ms. E. Jacobo] and [Ms. Ferradaz] worked side by side in the [SR] before [Ms. E. Jacobo's] appointment to Interim Secretary and have worked closely in reviewing department practices in an effort to better service and protect Florida's vulnerable children and families.

SR Organizational Chart

A review of the SR Organizational Chart, updated July 10, 2018, revealed that Mr. Scherer, Ms. Ferradaz, Ms. Pons, and Mr. Barrios reported directly to Ms. Stanford; Ms. Kuhn reported to Ms. Ferradaz; Ms. de Escobar reported to Mr. Scherer; and Ms. Lundblad reported to the SAMH Regional Director, who reported directly to Ms. Stanford.



EXPERT TESTIMONY

Mr. Nilson explained that for an RMD to have a personal relationship with an individual who owns a company that would benefit if one of the vendors was awarded the contract would be a "judgment call" because it is hard to work in a state agency where people do not know one another and there is no "one size fits all" answer.

When asked about Negotiators that work directly under the RMD, Mr. Nilson indicated DMS has the liberty to engage individuals not involved in the contract to serve as Negotiators. He explained that any Evaluator or Negotiator, as well as the PM, must declare no conflict and suggested that SMEs should also declare no conflict.

When asked about former vendor employees serving on a Negotiation Team, Mr. Nilson said he would consult with legal. He never dealt with elected officials at DMS, so the

matter of campaign contributions by vendors to the Negotiators raised questions but was beyond his purview to comment on. If he learned that a Negotiator had a conflict of interest after the process was already in motion, it would be a very “serious issue” and could be grounds to dismiss the individual from the team or restart the procurement.

COMMUNITY CONCERNS

CBC Alliance – ITN Committee: According to Ms. Stringer, on November 5, 2018, she sent a letter on behalf of the CBC Alliance to Ms. Kapusta noting various concerns, one of which being the CBC was not allowed to choose a board member to be on the ITN Committee. Ms. Stringer was unable to provide any documentation to support that the CBC Alliance could choose a board member to sit on the ITN Committee. Ms. Stringer indicated that two CBC Alliance Board Members sat on the ITN Committee (Judge Cohen and Senator Garcia⁷⁸); however, she was unsure if they represented the CBC Alliance or their own career structures.

Section 409.987(5), F.S., provides that, “[t]he [D]epartment’s procurement team procuring lead agencies’ contracts must include individuals from community alliance in the area to be served under the contract. All meetings at which vendors make presentations to or negotiate with the procurement team shall be held in the area to be served by the contract.” The statute does not indicate whether the CBC Alliance can choose a board member; instead, it indicates that the ITN Committee must include individuals from the CBC Alliance. In this ITN process, those members included Judge Cohen, Senator Garcia, and Mr. Torres.

CBC Resolution Letter: Ms. Stringer stated that on September 24, 2018, the CBC Alliance provided a resolution in support of Our Kids to Ms. Menendez via e-mail, but on October 10, 2018, they were advised by Ms. Menendez that the resolution was never received. The resolution letter was found at a later date (unknown) and Ms. Stringer asked Ms. Menendez for the reason in time lapse from when they sent the resolution letter to when she found it but was not provided an answer. Ms. Salisbury opined that this concerned the CBC Alliance as the ITN Committee would have gone forward without their resolution, which was their recommendation on behalf of the community.

When asked about the CBC Alliance resolution, Ms. Menendez said it did go to the Negotiators but acknowledged that it did not go through the proper process. Ms. Menendez said that when it came to her attention, she e-mailed it to herself and responded to the CBC Alliance that it had been shared.

According to Ms. Stanford, early in the ITN process, the Department had only received approximately three responses from the CBC Alliance when public input was requested. Throughout the ITN process, additional letters were received and all letters were provided to Ms. Menendez. The ITN Committee decided to allow the additional letters from the community at the time they determined they would have a meeting for public comment.

⁷⁸ Mr. Torres is also a CBC Alliance Board Member.

REJECTION OF ALL REPLIES FOR ITN #SNR18FS01ITN

On December 14, 2018, after being briefed by the OIG, Ms. Kapusta rejected both Our Kids and Citrus' replies for ITN (#SNR18FS01ITN).

In an e-mail to OCCS Interim Director Diane Dusenbury on December 18, 2018, former Communications Director David Frady⁷⁹ wrote the following, quoted in pertinent part:

[The Department] will always do what is in the best interest of children and families in Florida.

During a standard procurement for the [lead agency] for the [Department's SR], some concerns were raised by external parties regarding potential conflicts of interest. [Ms. Kapusta] immediately ordered a review by the [OIG]. At this time, there is no evidence of wrongdoing or impropriety during this process.

However, to protect the integrity of all future procurements and ensure there is no appearance of impropriety, the [Department] rejected all bids and will immediately re-procure services in an abundance of caution. [The Department] will not tolerate any perception that the procurement process was, in any way, skewed or biased toward any respondents...

Ms. Kapusta informed the OIG that her decision to reject the vendor replies was based on the perceived conflict of interest as determined by this OIG management review and communicated to her during OIG briefings up to the date of her decision. Ms. Kapusta stressed that she believes the individuals involved in the ITN process acted ethically and the issues were a matter of perception; however, it was in the best interest for all involved to reject the vendor replies. She wanted the ITN to be about the best vendor to serve the community and children in the SR, not about the perceived integrity of the ITN process.

On December 21, 2018, the Department posted another ITN (#SNR18FS02ITN) for lead agency in the SR. According to Ms. Kapusta, the ITN Committee will be comprised of qualified individuals from outside the SR, with the exception of the CBC Alliance members. Sealed replies were due on January 22, 2019.

SUMMARY

With regard to Issue 1 as to whether proper procedures were followed throughout the Intent to Negotiate (ITN) process for the lead community-based care (CBC) agency in the Southern Region, this management review revealed the following:

- **Planning and Development and ITN Committee Selection**
 - Best practices indicate that the Procurement Manager (PM) and program office select the Contracting Team, to be comprised of individuals with program experience and knowledge and should include individuals from the community alliance (in this case, the CBC Alliance). The Secretary approves the contract plan.
 - The SR CBC ITN Contracting Plan reflected that SR CBC Contract Manager Yanina Menendez was the PM, SR Budget Director Rolando Barrios was the "Finance & Budget Representative," SR Family and Community Services

⁷⁹ Effective January 9, 2019, Mr. Frady was no longer employed by the Department.

Director Charles Scherer and SR Family Safety Program Manager Sonia de Escobar were the Subject Matter Experts (SMEs), and SR Contract Management Administrator Debra Kuhn was the Florida Certified Contract Negotiator (FCCN) and Project Management Professional (PMP), with no mention of the Technical Advisors (TAs) and no other individuals listed as proposed SMEs.

- Testimony reflects that Ms. Kuhn was the backup PM.
- DMS Deputy Director for Procurement Clifford Nilson would advise “strongly against” a Negotiator serving as backup to the PM because it can put them in contact with a vendor. He noted that some individuals in this ITN had multiple roles and recommended that roles be separated as much as possible.
- SR RMD Bronwyn Stanford testified that she, with assistance from SR Deputy RMD Gilda Ferradaz, prepared the list of Negotiators and Evaluators. Ms. Stanford selected a team of individuals she believed had expertise and no bias or appearance of bias.
- Mr. Nilson indicated that Evaluators must be qualified based on their knowledge and understanding of the program areas and services for which the ITN has been created. The Negotiators should collectively have the same qualifications and knowledge of contracts.
- Testimony and documentation reflect that ITN criteria were specifically geared to address the issues outlined in the *H.G. v. Carroll* lawsuit.
- Ms. Stanford, NWR RMD Walter Sachs, Mr. Barrios, and SR Director of CBC Accountability and Compliance Lourdes Pons served as TAs.
- Ms. Menendez indicated that nobody is supposed to meet without a recording and she did not know that unrecorded one-on-ones were taking place. Ms. Kuhn testified that Negotiators and TAs were not supposed to have one-on-one meetings.
- Mr. Sachs believed he was instructed that they could have one-on-one meetings with the Lead Negotiator but could not recall whether Ms. Ferradaz established the authority for individual members to speak with the Negotiation Team.
- Ms. Menendez said that if a Negotiator asks an ITN-related question of a TA outside of a strategy session, it is supposed to be recorded.
- According to Ms. Menendez, “Many interactions happened without going through the proper process...”
- Ms. Ferradaz testified that she and Ms. Stanford met one-on-one to discuss what to include in the contract and those discussions were not recorded or documented, as it was her understanding that they did not need to be.
- Ms. Kuhn admitted that there was one meeting to finalize the financial questions between herself, Ms. Ferradaz, and Mr. Barrios that she did not record.
- Mr. Nilson indicated that one-on-one meetings between Negotiators or between Negotiators and TAs are not permissible. He did not know of any situation where it would be permissible for Negotiators to talk to one-another about the ITN, outside of the recorded strategy or negotiation sessions.
- On July 19, 2018, the “Fairbanks Call” was coordinated with Department leadership and individuals involved in the *H.G. v. Carroll* lawsuit to discuss

the plan to manage the ITN Committee and ITN process; however, Ms. Ferradaz and Ms. Kuhn, both Negotiators, were present on the call, which was not planned to be recorded.

- Mr. Nilson indicated that it would be a “very big problem” to be involved in that [“Fairbanks Call”] discussion, whether it was recorded or not, because it was outside the purview of the Negotiation Team and involved other people in a conversation that should not have happened.
- Mr. Nilson advises Negotiators not to discuss the ITN with anyone, including the potential later decision-makers, during the process and stated, “It’s just not good practice to do that because you end up having lines of communication that will impair the fairness...intended or not.” He advises against any conversation taking place outside of a public meeting or recorded strategy session.

- **ITN Committee Training**

- It is recommended that SMEs are trained with the SME Training and Instructions Presentation referenced in the Playbook, which outlines the roles and responsibilities of those involved in the ITN process.
- Ms. Ferradaz led a July 18, 2018 Negotiator Training attended by all ITN Committee members except SR and SER Contract Administrator Jeffrey Ferraro and Ms. Menendez.
- Ms. Kuhn testified that she edited the recommended training PowerPoint and Ms. Pons testified that Ms. Kuhn provided a PowerPoint presentation detailing her responsibilities and limitations.
- Attorney Stephen Menton testified that he gave an oral presentation on the ITN process.

- **Roles and Responsibilities**

- The TA role is not defined in the Playbook, CFOP 75-2, or Florida Statutes; only in the PowerPoint presentation and the ITN Committee members provided inconsistent testimonies regarding their understanding of the role, responsibilities, and restrictions of a TA. In addition, it was not clear to all that Ms. Stanford was a TA.
- Ms. Stanford indicated that she intended the role of TA to mean SME.
- Ms. Kuhn explained that the role of the TA was to provide input on programmatic questions. Mr. Sachs testified that his role as TA was to use his knowledge and experience to assist the Lead Negotiator with any questions.
- Mr. Barrios and Mr. Sachs testified that they were not provided specific training on their role as TAs; however, Mr. Sachs received guidance that a TA is to support the Negotiation Team and provide any questions to the Lead Negotiator.
- Mr. Sachs believed that an SME could be used as a TA; however, an individual might be a TA but not an SME. From his perspective, if an individual was not on the Negotiation Team but served in an advisory capacity, that individual was a TA.

- OCCS Interim Director Diane Dusenbury indicated that based on her analysis, the role of the TA and SME are the same.
- Mr. Nilson was not familiar with the term TA as it is not defined in the statute and not used by DMS.
- Mr. Sachs indicated that Ms. Stanford was “very much involved” in the strategy sessions, weighing in by offering her opinion on things that were being discussed, and opined that if the ITN Committee asks a TA for their opinion, the opinion would be appropriate. He also opined that it would be appropriate for a TA or SME to participate during the strategy sessions in the way that Ms. Stanford did.
- Ms. Dusenbury indicated that there is no specific prohibition on the RMD serving as an SME. In theory, the RMD would be listed as a potential SME in the approved contracting plan and complete the Conflict of Interest Questionnaire.
- Mr. Barrios testified that he did not create questions, but it was “probably” something a TA could do; Ms. Menendez indicated that TAs were not allowed to provide opinions, but did develop questions.
- Ms. Dusenbury indicated that if questions were appropriate to be referred to the RMD, the Evaluators should refer them through the PM, who would obtain a response from the RMD and return the answer to the Evaluators. The RMD would not be in direct communication with the Evaluators regarding the ITN.
- Mr. Nilson indicated that it would be preferable for the SME to prepare information for the Negotiation Team to ask vendors, as opposed to them asking questions.
- Mr. Nilson indicated that the PM and Lead Negotiator should make sure the SMEs are not going beyond the scope of their role. The SMEs should exclusively be providing facts and opinions specifically related to their expertise.

- **Public Comment**

- Florida Statutes require that the Department solicits comments and recommendations from the community alliance and other community groups.
- Department solicitation of community input included a publication for community input, announcements at CBC Alliance meetings, and e-mails to CBC Alliance members. Ms. Kuhn opined that the solicitation of community input followed the statutory requirement.
- Mr. Sachs said the SR had a community meeting prior to the start of the procurement but did not have a method to allow public comment during the process. He opined that there needed to be a public environment where those involved in the system of care could discuss improvements they would like to see.
- South Florida Foster and Adoptive Parent Association President Denise Beeman Sasiain had concerns regarding the lack of opportunity for public comment, testifying that Ms. Ferradaz told her, “there are no public comments in the ITN process.”
- Ms. Sasiain indicated that during the public forum, the ITN Committee shut down any comments related to conflicts of interest.

- SER Director of Child Welfare Kimberly Welles indicated that additional community letters received were disruptive to the process.
- **Conflict of Interest Questionnaire**
 - Per the Conflict of Interest Questionnaire (CF 1124), it must be completed by all employees and consultants involved in the ITN process upon notification of involvement in the process.
 - Best practices require the PM to ensure all Conflict of Interest Questionnaires are signed by each Evaluator and SME and reviewed, if necessary.
 - Ms. Menendez testified she or Ms. Kuhn was responsible for reviewing to ensure that the document was completed correctly. Ms. Kuhn indicated that the PM was responsible for overseeing the document.
 - Ms. Menendez said that both signatures on the Conflict of Interest Questionnaire were required for the form to be complete and agreed that State Senator Rene Garcia's Conflict of Interest Questionnaire was "incomplete," with a portion not signed or dated.
 - Ms. Stanford, Mr. Sachs, Mr. Ferraro, and Mr. Menton did not sign Conflict of Interest Questionnaires and Mr. Scherer did not sign a Conflict of Interest Questionnaire until July 25, 2018, which was after July 16, 2018 evaluations of Citrus and Our Kids.
 - To Mr. Sachs' knowledge, SMEs and TAs are not required to sign a Conflict of Interest Questionnaire. Ms. Kuhn did not recall what decisions were made regarding TA signatures on the Conflict of Interest Questionnaire.
 - Mr. Nilson opined that the PM, Negotiators, and Evaluators are required to declare no conflict; however, he would require SMEs to do so also.

With regard to Issue 2 as to whether confidential information regarding the Intent to Negotiate (ITN) process for the lead community-based care (CBC) agency in the Southern Region (SR) was provided to any individual not entitled to that information, this management review revealed the following:

- Ms. Sasiain testified that during the Summit, she spoke to ITN Committee members about her conflict of interest concerns. Mr. Scherer advised that he could not talk to her but could listen. Mr. Sachs responded that she could speak during the public comments. When Ms. Sasiain asked what she thought about Citrus, SR Regional SAMH Behavioral Health Performance Analyst Conchita Lundblad answered positively. At some point, Ms. Lundblad disclosed she could not talk about it since she was on the ITN Committee. Eventually, 11th Judicial Circuit Judge Jeri Cohen informed her that she (Judge Cohen) was on the ITN Committee and they stopped speaking.
 - The ITN specified that vendors may not contact state employees or officers concerning "any aspect" of the ITN, except in writing to the PM. Communications between the vendors and the Negotiation Team was permissible only "on the record"; between the Lead Negotiator for the vendors and the Lead Negotiator for the Department in writing; and between the vendors and other Department representatives as determined in writing by the PM. For service or product demonstration or development, vendors could

communicate with Department personnel or consultants identified by the PM or the Lead Negotiator.

- When asked about their understanding of the cone of silence, ITN Committee members responded that they were not allowed to discuss anything ITN-related with anyone, including other Negotiation Team members, except for in recorded or public meetings, with the following specific pertinent testimony:
 - Mr. Scherer indicated that they could meet one-on-one with a TA.
 - Crabtree & Auslander, LLC Partner Charles Auslander specified they were not to have any communication outside of the public setting with the ITN Committee or employees of the vendors.
 - Senator Garcia said he was advised that, in his daily work, conversations with any of the prospective vendors that did not involve the ITN would be okay.
 - Ms. Kuhn said that violations could be grounds to reject the reply.
- When asked if they could listen to individuals speak about the ITN, all ITN Committee members except Mr. Scherer responded that it would violate the cone of silence.
 - Mr. Scherer believed he could listen to feedback from community members about either vendor because they opened the public comment meeting. His position as Community Services Director requires him to receive feedback from the public about the vendors.
- When asked if they were ever in a position where someone tried to or wanted to discuss with them anything related to the ITN, ITN Committee members testified that they were not, except as follows:
 - Mr. Scherer was approached by Ms. Sasiain at the Summit and he immediately told her he was under a cone of silence and could not engage in the conversation (about the vendors). When asked, Mr. Scherer stated that he told her he would listen to concerns involving direct business, but anything ITN-related could not be discussed.
 - Ms. Lundblad was approached at the Summit by Ms. Sasiain, who asked her, "Hey, what do you think of Citrus?" She told Ms. Sasiain they are a good agency, but she could not discuss them since she is on the ITN Committee and ended the conversation.
 - Ms. Pons indicated that when Guardian ad Litem Statewide Director Alan Abramowitz said something about the ITN, she told him she could not discuss anything due to the cone of silence.
 - Judge Cohen responded that individuals, such as foster parents or guardians, would begin to talk about it and she would tell them that she is on the Negotiation Team and under a cone of silence, at which time they would stop.
 - Mr. Auslander said that on the day of the proposed selection, when he exited the building, FRC CEO Oren Wunderman approached him to say hello, at which time he reminded Mr. Wunderman that he was still under the cone of silence.
 - SR Children's Legal Services (CLS) Regional Director Joye Clayton stated that she had to redirect a conversation at a CBC Alliance meeting (date unknown), as she and most of the ITN Committee felt like there was a strong prejudice.

- When asked about any discussions with Evaluators or Negotiators outside of the recorded meetings, ITN Committee members indicated they did not have any, with the following exceptions:
 - Ms. Pons indicated that Mr. Auslander telephoned her and wanted to know whether she or someone else could provide a side-by-side comparison of the vendor responses; however, Mr. Auslander denied having ITN-related conversations with the ITN Committee outside the public meetings or strategy sessions.
 - Ms. Kuhn testified that there was one meeting that she did not record between herself, Ms. Ferradaz, and Mr. Barrios.
- CBC Alliance Board Member Evin Daly questioned whether FRC or Citrus had information regarding the outcome of the ITN process or information revealed to individuals outside of the ITN process due to meetings Citrus held with FRC and CFCE. He further testified that an e-mail written by Mr. Wunderman indicating that the October 31, 2018 meeting was to “discuss...the bidding process...” contradicted Citrus Clinical Coordinator Kimberly McGrath’s November 1, 2018 statement that it was a system of care meeting.
- CBC Alliance Executive Director Bryttnay Stringer testified that the meetings held between Citrus and the FCMAAs inferred that Citrus knew they were going to be awarded the contract.
 - Ms. McGrath confirmed that she told the CBC Alliance that Citrus met with the FCMAAs to discuss proposed system of care enhancements.
 - Citrus testimony reflected that when the public hearing was announced, rumors began, and Citrus subsequently met with the FCMAAs to educate them on Citrus’ proposals and address the rumors.
 - Citrus staff testified that Citrus met with CFCE and FRC on October 31, 2018 and CHS on November 5, 2018 and that the meetings were the same; they discussed Citrus’ proposed system of care plan, obtained feedback, and Citrus answered questions from the FCMAAs. Ms. McGrath said the difference between the meetings was that FRC had all staff present, CFCE had only leadership, and CHS had only supervisors.
 - Citrus staff testified that Citrus did not say anything at the meetings that may have given the impression the ITN decision had been made and never implied they knew they would be awarded the contract. Citrus Clinical Supervisor Beverly Jean-Jacques testified that an FRC case manager at the FRC meeting told her that she (the case manager) hoped Citrus would win the contract; Ms. Jean-Jacques felt that was common among those attending that meeting.
 - FRC employees testified that the purpose of the meeting was to educate FRC staff and dispel rumors. All witnesses except one indicated that Citrus explained the ITN process and/or informed FRC of the current status of the ITN process; FRC CMS Clinton Davis denied that Citrus spoke about the ITN process.
 - Mr. Wunderman explained that his reference in the e-mail to “discuss several aspects of the ITN bidding process” was to clarify rumors.
 - Each FRC witness interviewed indicated that Citrus never implied they had been awarded the contract and Citrus staff denied that there were

implications or suggestions from Citrus that they had been awarded the contract, adding that at the time, a decision had not yet been made.

- CFCE employees told the OIG Investigator that the purpose of the meeting was for Citrus to introduce themselves, discuss system of care, and explain changes Citrus would make if they were awarded the contract.
- Each CFCE witness interviewed indicated that Citrus never implied or suggested that they had been awarded the contract.
- Prior to the October 31, 2018 meetings, Citrus met with FRC staff and/or management on June 6, 2018, September 20, 2018, October 4, 2018, and October 15, 2018 (at 12:30 p.m. and again at 2:00 p.m.), and with CFCE management on September 26, 2018. Those meetings were to obtain information pertaining to system of care, an overview of the Safety Methodology Model (SMM), case manager certification process, to answer questions posed by the ITN Committee, and how to handle the addition of the public forum meeting. Witness testimony reflected that Citrus never implied or made it seem as if they had been awarded the contract.
- CFCE COO Aleida Jacobo indicated that CFCE met with Our Kids to discuss system of care issues on April 3, 2018; April 8, 2018; April 10, 2018; April 25, 2018; May 6, 2018; June 10, 2018; July 15, 2018; August 5, 2018; August 7, 2018; August 21, 2018; September 16, 2018; October 11, 2018; October 24, 2018; and November 1, 2018.
- Our Kids President and CEO Michael Williams testified that Our Kids holds system of care meetings with the FCMA to talk about issues and meets with the FCMA monthly and that he met with the FCMA after learning that relationships between Our Kids and the FCMA had deteriorated. FRC met with Our Kids on October 24, 2018.
- CHS Chief Compliance Officer and General Counsel Frank Gonzalez indicated that CHS did not attend any meetings to discuss information related to the bidding process outside of the announced posted ITN meetings, but the ITN was brought up in meetings between CHS representatives and Our Kids on June 1, 2018, July 23, 2018, July 25, 2018, October 11, 2018, and October 17, 2018.
- Lawyers for Children America Executive Director Carolyn Salisbury expressed that on November 19, 2018, a public ITN meeting was held. There was no discussion regarding deliberations to develop a recommendation for the lead agency before the ITN Committee voted.
 - Ms. Stanford indicated that, to be transparent, she strategically planned to have the vote occur at the public meeting.
 - At the meeting, the Negotiation Team developed a recommendation for award, with 10 votes in favor of Citrus and one vote for Our Kids.
 - Each ITN Committee member testified that they did not learn who would be chosen until their vote at the public meeting.
 - Citrus CEO Mario Jardon, Ms. McGrath, and Ms. Jean-Jacques each indicated that they had no knowledge of the ITN Committee decision until the November 19, 2018 meeting.

- Ms. Sasiain testified that the day after the public forum, foster parent Natalie Rodriguez Roy received a text message from a foster parent that said someone from an agency indicated Citrus won the bid, despite the fact a decision had yet to be announced; however, Ms. Roy explained that she had misspoken to Ms. Sasiain, indicating that the case manager said that Citrus "had it in the bag" and was "going to win."

With regard to the Additional Issue as to whether conflicts of interest existed for members of the Intent to Negotiate (ITN) team in the ITN process to select the lead community-based care (CBC) agency in the Southern Region (SR), this management review revealed the following:

- Mr. Daly indicated that most of the Negotiation Team members and TAs were current Department employees that report to Ms. Stanford.
- Ms. Sasiain noted that nine of the 11 ITN Committee members have ties to the Department.
 - Judge Cohen indicated that she questioned it in her mind that there were so many Department employees from the SR on the ITN Committee.
 - Ms. Salisbury opined that when a TA supervises ITN Committee members, the ITN Committee cannot choose not to take the TA's advice.
 - The SR Organization Chart reflected that Mr. Scherer, Ms. Ferradaz, Ms. Pons, and Mr. Barrios reported directly to Ms. Stanford; Ms. Kuhn reported to Ms. Ferradaz; Ms. de Escobar reported to Mr. Scherer; and Ms. Lundblad reported to the SAMH Regional Director, who reported directly to Ms. Stanford.
 - Ms. Stanford testified that she did not consider the perceived bias of having her subordinates on the Negotiation Team; however, it did not occur to her to recruit individuals from another region.
 - When asked, Ms. Stanford indicated she did not consider whether Ms. Ferradaz or Ms. Kuhn could serve as Negotiators after helping draft the ITN, as she knew them to be knowledgeable and fair.
- Mr. Daly was concerned that two ITN Committee members were former SR RMDs.
 - The Department Records Management Team could not verify Mr. Auslander's previous employment with the Department; however, media articles reflect that he served as the SR RMD from 1999 through 2002.
 - Mr. Auslander indicated that several years ago, he considered Our Kids Director of Behavioral Health Services Taya Taube a personal friend and confirmed that she took part in the Our Kids presentations. He has a professional relationship with Citrus COO Maria Alonso from when he was the Children's Trust COO and CEO and Ms. Alonso was a board member and subsequently the chair of the Children's Trust Board.
 - Mr. Auslander said 11th Judicial Circuit State Attorney's Office Chief Assistant State Attorney/Citrus Negotiator Esther Jacobo was on the Children's Trust Board for the State Attorney's Office and he recalled knowing her before she became Interim Department Secretary.

- Department records reflect that ELC CEO Evelio Torres worked in leadership roles titled “Program Administrator” or “Senior Management Analyst Supervisor” from August 1996 through August 2004.
- Ms. Kuhn indicated that Mr. Torres identified a working relationship with Our Kids on his Conflict of Interest Questionnaire, but most of the individuals on the team did, so it was determined not to be a conflict. She added that Mr. Torres is the head of the ELC and she understood that he worked for the Department for several years.
- Mr. Jardon knew Mr. Torres from working with him in a professional capacity.
- Mr. Torres knew, professionally, individuals from both organizations. He knew Mr. Jardon and Ms. Alonso, recognized their staff from attending meetings, and recently just met Mr. Williams.
- Mr. Torres confirmed that he sat on the Children’s Trust Board for six to eight years and Ms. Alonso was the chair of the board. He knew Ms. E. Jacobo from her previous position as Finance Chair on the ELC Board and as the former Department Interim Secretary.
- Mr. Torres indicated that ELC has one or more contracts with Citrus; however, neither he nor ELC receive a financial gain from the contract since ELC pays Citrus for a service. Mr. Torres indicated that ELC also has a relationship with Our Kids and the Department since they all serve “at risk” children.
- Ms. Salisbury and Mr. Williams were concerned that Ms. E. Jacobo, who was proposed to be the CEO of Citrus, was formerly the Department SR RMD and Interim Secretary.
- Ms. Salisbury testified that Ms. Stanford and Ms. E. Jacobo were among the 10 or so founding members of CLS and served on committees together, which connotes an appearance of a conflict for Ms. Stanford to be part of the ITN process.
- Ms. Sasiain testified that Ms. Ferradaz sits on the Children’s Trust Board and is Vice Chair of the ELC B, and she recalled seeing Ms. E. Jacobo and Ms. Ferradaz sitting together at a meeting for the Children’s Trust Board, which was at one time under Mr. Auslander.
 - The 2008 CLS leadership team included Ms. Stanford, Ms. E. Jacobo, and former Our Kids CEO George Sheldon. At the time, Mr. Sheldon was the Department Assistant Secretary for Operations, Ms. E. Jacobo was the CLS SER/SR Regional Director, and Ms. Stanford was the CLS SunCoast Regional Director and Statewide Attorney Recruiter.
 - Ms. Alonso indicated that Ms. E. Jacobo worked with Ms. Ferradaz and possibly Ms. Pons.
 - Judge Cohen added that she has known Ms. E. Jacobo “for years” since she (Ms. E. Jacobo) worked for the Department.
 - Ms. McGrath said Citrus considered Ms. E. Jacobo as CBC Director and did not foresee any conflicts since she worked at the State Attorney’s Office.
 - Ms. Ferradaz testified that she has had lunch in the past with Ms. Alonso, Mr. Jardon, and Ms. E. Jacobo; however, does socialize with them on the weekend.
 - Ms. Stanford knew Ms. E. Jacobo from when they were both with CLS. When Ms. E. Jacobo became SR RMD, Ms. Stanford became the SR CLS Director.

When Ms. E. Jacobo left the position as RMD, Ms. Stanford was appointed as the SR RMD.

- Mr. Daly alleged that Ms. Welles had ties to the Department and Citrus.
 - Mr. Williams testified that Ms. Welles previously worked for Citrus and had a hostile relationship with Our Kids.
 - Mr. Jardon knew Ms. Welles from her temporary employment with Citrus.
 - Ms. Welles indicated she left employment with the Department in September 2004 when she was hired by Citrus to be the Executive Director, worked for Citrus for approximately 10 months, and left employment with Citrus when their contract situation changed. She denied any current relationships with anyone she worked with at Citrus.
 - Ms. Stanford learned from Ms. Kapusta in December 2018 that Ms. Welles previously worked for Citrus and added that Ms. Welles technically worked for Our Kids through a provider at some point as well, but she would have liked to have known about her employment with Citrus prior to the ITN process and have it vetted out.
- Mr. Daly alleged that Senator Garcia had ties to Citrus and received campaign donations from Mr. Jardon.
- Mr. Williams testified that Senator Garcia's campaign contributions from Mr. Jardon and Ms. Alonso should have been disclosed up front so that both vendors had a chance to protest before the ITN process began.
 - State of Florida contribution campaign records for election years 2008, 2010, 2012, 2014, and 2016 reflect that Senator Garcia received \$5,500 in campaign contributions from Mr. Book, \$1,500 in campaign contributions from Mr. Jardon, and \$250 in campaign contributions from Ms. Alonso, and Judge Cohen received \$500 in campaign contributions from Mr. Book.
 - The Florida Lobbyist Registration and Compensation reflects that Mr. Book is a registered lobbyist for Our Kids.
 - Mr. Jardon testified that he knew Senator Garcia from when he was in charge of a committee that Mr. Jardon met with to discuss "mental health moneys."
 - Ms. Stanford knew of no issues that would keep Senator Garcia from being a Negotiator, so she was "okay" with it. When shown the 2016 donation from Mr. Jardon to Senator Garcia's campaign, she indicated that had she known, she would not have included him on the team.
 - Senator Garcia did not research his campaign contributions because he had no reason to believe that any potential conflicts existed. He was not aware of Mr. Jardon's contribution to his 2016 Senate campaign as his accountant handles campaign contributions.
 - Senator Garcia opined that his past work as a committee Chairperson could infer more influence on behalf of Our Kids because he worked with them in that capacity, but also confirmed working relationships in that same role with both Mr. Jardon and Ms. Alonso.
 - Senator Garcia reiterated that he was not influenced in any way for either of the prospective vendors and chose Citrus based on their oral and written presentations and responses to questions.

- Judge Cohen was not aware of Mr. Book's campaign contribution and did not know that he was a lobbyist for Our Kids. She stated that had she known, it would not have influenced her decision.
- Facebook photographs depicted Ms. Stanford, Ms. Pons, Stabilify Director of Customer Engagement Barbie Toledo (former Vice-President and COO of Our Kids), Stabilify President Jackie Gonzalez (former Our Kids CEO), Ms. A. Jacobo, and Ms. de Escobar socializing.
- Mr. Williams testified that Ms. Gonzalez's company, Stabilify, was prominent in Citrus' oral presentation and written response.
 - Stabilify's website reflects that Ms. Gonzalez is the President of Stabilify.
 - Citrus' Programmatic ITN response revealed that Stabilify was a listed subcontractor expected to perform work under the Department contract, and Ms. A. Gonzalez informed the OIG that "...the projected costs contained in Citrus' first ITN for the Stabilify product are roughly \$980,000."
 - Ms. McGrath said Ms. Gonzalez was the former CEO of Our Kids, did not leave on good terms with the board, and her (Ms. Gonzalez's) role with Stabilify was to help Citrus understand the software and how it could be implemented in their system of care.
 - Ms. Stanford testified that she is friends with Ms. Gonzalez and, before the ITN, they "hung out" every two weeks. She added that Ms. Pons had been friends with Ms. Gonzalez for approximately 30 years.
 - Ms. Stanford said Ms. Gonzalez became CEO of Our Kids approximately two months prior to her (Ms. Stanford) becoming the SR RMD and they worked together to repair the relationship between the Department and Our Kids.
 - Ms. Stanford testified that Ms. Gonzalez did not inform her that Stabilify would be involved with Citrus and she (Ms. Stanford) was unaware Ms. Gonzalez had anything to do with Citrus until Citrus' presentation.
- Ms. Salisbury testified that Ms. Pons was the Program Director for FRC and worked closely with Ms. E. Jacobo when Ms. E. Jacobo was the SR RMD.
 - Ms. Alonso indicated that Ms. E. Jacobo worked with Ms. Ferradaz and possibly Ms. Pons but did not think there was any relationship that created a conflict of interest between Ms. E. Jacobo and Ms. Stanford, Ms. Pons, or Ms. Ferradaz.
 - Ms. Pons testified that she has known Mr. Jardon and Ms. Alonso for years and has socialized with them in the past; however, she could not recall anything recent. She and Ms. Ferradaz kept in touch with Ms. E. Jacobo after Ms. E. Jacobo left the Department. She does not consider Ms. E. Jacobo a close friend but has had lunch with her; however, not since Ms. E. Jacobo became a part of the Citrus team.
- Several witnesses testified that the Miami child welfare arena is a tight-knit community and "everyone knows everyone."
 - Ms. de Escobar testified that some individuals in the ITN process have worked with each other for 20 years.
 - Ms. Jean-Jacques testified that she knew Mr. Scherer professionally, but only because he presented her with an award in September 2018, and knew Ms.

Lundblad professionally, but never had any discussions with her regarding the ITN process.

- Mr. Scherer indicated that he only has a professional relationship with the individuals from Our Kids and Citrus.
- Mr. Jardon knew Judge Cohen from SFBHN and her work with sex trafficking.
- Judge Cohen testified that she sits on the SFBHN Executive Committee with Mr. Jardon and runs treatment court, where she works with Ms. E. Jacobo.
- Mr. Menton indicated that the ITN Committee did not consult with him related to conflict of interest.
- Ms. Stanford testified that she selected individuals whom she believed were fair and unbiased; however, at no point did she ask whether they had any grievance or favor toward either vendor.
- Ms. Stanford testified that she could not include Mr. Daly on the team because he made his opinion known toward Our Kids; former 11th Judicial Circuit Judge Cindy Lederman was connected to Mr. Sheldon, which could be perceived as biased; and Ms. Pons was not selected for a position she was interested in with Our Kids, which may appear to pose a bias.
- Ms. Kuhn said the team members were not given any instructions about conflict of interest other than the Conflict of Interest Questionnaire.
- Ms. Salisbury opined that the most well-intentioned people do not realize how their involvement in things they were too close to was perceived. She believes this is what occurred within the Department.

It is noted that, in consultation with the OIG, Ms. Kapusta made the decision to reject vendor replies and initiate a new ITN due to the perceived conflicts of interest identified in this management review.

OIG SIGNIFICANT FINDINGS

- The following problematic issues and areas of improvement for this ITN process were identified as follows:
 - According to the expert witness, there were potential Sunshine Law violations.
 - The July 2018 “Fairbanks call” was a “very big problem” as it was a discussion including Negotiators that occurred outside the purview of the Negotiation Team and involved potential procurement decision-makers.
 - One meeting between Negotiators to finalize the financial questions was not recorded. The expert witness did not know of any situation in which it would be permissible for Negotiators to discuss the ITN outside of a public meeting or recorded strategy or negotiation session.
 - The expert witness opined that 11 Negotiators seemed high; he typically finds it easiest to work with a team of no more than five.
 - The understanding of SMEs and TAs was unclear. According to expert testimony, TA and SME are the same and the role of an SME is to only provide facts and opinions specifically related to their expertise. In this case,

a significant number of SMEs served as Negotiators; therefore, the purpose of the TAs was not clear.

- The SR RMD served as a TA and attended all strategy sessions; however, internal expert testimony and the definition of the PM role indicate that if questions were appropriate to be referred to the RMD, the PM should refer the question to the RMD, obtain a timely response, and return the answer to all Evaluators.
- The OIG did not identify any information “leaks” about the award of the contract. At the time the OIG received complaints about the ITN process and possible information leaks, the Negotiation Team had not yet decided or voted on their recommendation for award. However, it appeared that there were significant rumors and speculation about the award in the community due to the nature of the contract and strong opinions as to who the chosen vendor should be.
- Though there were technically no identified violations of law, rule, or policy regarding the selection and composition of the ITN Committee, not all possible conflicts of interest were identified or vetted prior to the ITN Committee selection, resulting in perceived conflicts of interest.

RECOMMENDATIONS AND ACTIONS

The OIG recommends that the Southern Regional Managing Director:

- Review this report and provide a copy to Our Kids of Miami-Dade/Monroe, Inc. (Our Kids) and Citrus Health Network, Inc. (Citrus) and take any corrective action determined to be appropriate.

Based on the information outlined in the OIG Significant Findings section of this management review, the OIG recommends that the Assistant Secretary for Administration:

- Consider adding definitions of the role and responsibilities of a Technical Advisor to the Playbook.
- Consider taking steps to ensure individual ITN roles are separated as much as possible.
- Consider updating the Playbook to recommend adding an agenda for public comments at each negotiation session.
- When there is more than one responsive bidder, consider looking at perceived conflicts (positive and negative) between any current vendor and the Regional Managing Director in that area as part of the ITN team selection process.
- Consider providing to Procurement Managers education regarding the requirement for timely and thorough completion of Conflict of Interest Questionnaires by all individuals involved in the ITN process.
- Take any additional corrective action deemed appropriate.

This investigation has been conducted in accordance with the ASSOCIATION OF INSPECTORS GENERAL Principles & Quality Standards for Investigations.

REFERENCES**CONTRACT INFORMATION**

Through Contract #KJ114 (effective July 1, 2009 through June 30, 2019), Our Kids of Miami-Dade/Monroe, Inc. (Our Kids) serves as the lead agency to provide foster care and related services to children and families in Miami-Dade and Monroe Counties.

Through Contract #KH225 (effective October 1, 2010 through June 30, 2020), the Department contracts with South Florida Behavioral Health Network, Inc. (SFBHN) to serve as the managing entity for behavioral health services in Miami-Dade and Monroe Counties.

EXPLANATION OF TERMS

CBC Alliance	Miami-Dade Community-Based Care Alliance (CBC Alliance) is an alliance of the stakeholders, community leaders, client representatives, and funders of human services in Miami-Dade County to provide a focal point for community participation and governance of community-based services.
Central Region	The Central Region consists of Circuit 5 (Citrus, Hernando, Lake, Marion, and Sumter Counties); Circuit 9 (Orange and Osceola Counties); Circuit 10 (Hardee, Highlands, and Polk Counties); and Circuit 18 (Brevard and Seminole Counties).
Circuit 2	Circuit 2 consists of Franklin, Gadsden, Jefferson, Leon, Liberty, and Wakulla Counties.
Circuit 11	Circuit 11 consists of Miami-Dade County.
Circuit 16	Circuit 16 consists of Monroe County.
CLS	Children's Legal Services (CLS) is the Department's law firm representing the State of Florida in child welfare matters.
Competitive Procurement	A Competitive Procurement is a method of solicitation that involves the process of requesting and receiving two or more sealed bids, proposals, or replies submitted by vendors in accordance with the terms of a competitive solicitation. The State of Florida uses three forms of competitive procurement: Invitation to Bid (ITB), Request for Proposals (RFP), and Invitation to Negotiate (ITN).
Cone of Silence	The cone of silence refers to a period of time when agency employees and prospective vendors cannot talk to anyone about the procurement. Other than a recorded meeting or a public meeting, a Negotiator should not have communication with anybody about the ITN.

Conflict of Interest Questionnaire	A Conflict of Interest Questionnaire is a questionnaire to be completed by individuals taking part in any procurement. It attests that none of the participants have a conflict of interest in the project. Section 287.057(19), F.S. and Department policy require completion of this questionnaire for all procurements made without competition
Contract	A contract is a formal written agreement between the Department and an individual or organization obligating the seller to furnish services to the buyer to pay for them. It includes all types of commitments that obligate the Department to an expenditure or appropriated funds, and that, except as otherwise authorized in writing, are in writing.
Evaluators	The group of Department staff members assigned to review and score proposals and replies submitted in response to a competitive solicitation. Section 287.057(16)(a)1., F.S., requires that an Evaluation Team be comprised of individuals who collectively have experience and knowledge in evaluation process and in the program areas and service requirements for which contractual services are sought.
Facebook	Facebook is a social networking website.
FCCM	A Florida Certified Contract Manager (FCCM) is responsible for providing consultation and recommendations on contracts more than \$100,000 annually.
ITN	The Invitation to Negotiate (ITN) is a competitive Solicitation for competitive sealed replies and which uses both written submissions and subsequent competitive negotiations to determine the best value for the state and the successful provider. The ITN provides an alternative to both the RFP and ITB. As part of the ITN process, the Department evaluates the prices offered, as well as the qualifications and capabilities of the providers to satisfactorily meet the need for services.
ITN Committee	ITN Committee refers to all Negotiators, Evaluators, Subject Matter Experts (SMEs), Technical Advisors (TAs), Procurement Manager (PM), and Procurement Advisor (PA).
Lead Negotiator	A Lead Negotiator is a Department employee designated to act as leader of a team of Negotiators performing negotiations on behalf of the Department in a competitive contracting activity. A Lead Negotiator in a Chapter 287, F.S., competitive process provides overall administrative support to the team and acts to coordinate the negotiation strategy meetings and negotiation sessions, gathers the results of the negotiation process and the Negotiation Team's recommendation, prepares the Memorandum of Negotiations, and assists the

Procurement Manager in preparing the Report of the selection process for the Secretary or Designee.

Negotiation	Negotiation is an integrated decision-making and problem-solving process that involves strategies, tactics, and dispute resolution skills. It is a process involving verbal and non-verbal communication skills to reach a mutually satisfactory agreement representing resolving different points of view and producing a result that meets the requirements of the solicitation and provides a contract in the best interest of the state.
Negotiation Strategy Session	Negotiation Strategy Sessions are meetings called by a Lead Negotiator before and during negotiations at which a Negotiating Team discusses its strategies and tactics and reviews unresolved negotiation issues and points. Such sessions are exempt from public meeting and records requirements as provided in § 286.0113(2)(b), and (c), F.S.
Negotiation Team	Negotiation Team refers to all Department selected Negotiators.
Negotiators	The Negotiators are a collection of Department employees selected to represent the Department in negotiations with provider(s). The team is led by a Lead Negotiator and participates in negotiating sessions with one or more vendors to discuss, refine, and agree upon the qualitative and quantitative elements of response(s) to a competitive Solicitation. At the end of the negotiations, the team makes its recommendation to the Procurement Manager regarding selection and award. Section 287.057, F.S., requires that: (i) if the value of a contract is in excess of \$1 million in any fiscal year, at least one of the persons conducting negotiations must be certified as a contract Negotiator based upon Department rules in order to ensure that certified contract Negotiators are knowledgeable about effective negotiation strategies, capable of successfully implementing those strategies, and involved appropriately in the procurement process; (ii) if the value of a contract is in excess of \$10 million in any fiscal year, at least one of the persons conducting negotiations must be a Project Management Professional, as certified by the Project Management Institute.
NWR	The Northwest Region (NWR) consists of Circuit 1 (Escambia, Okaloosa, Santa Rosa, and Walton Counties); Circuit 2 (Franklin, Gadsden, Jefferson, Leon, Liberty, and Wakulla Counties); and Circuit 14 (Bay, Calhoun, Gulf, Holmes, Jackson, and Washington Counties).

Playbook	The Department of Children and Families Procurement and Contracting Playbook (Playbook) is the primary source for procedure and policy for the procurement and contract management process and takes precedence over CFOP 75-02 in the event of a conflict. The objective of the Playbook is to provide instructions for any Department employee involved in the procurement process or management of contracts.
PM	The Procurement Manager (PM) is the individual assigned to conduct the procurement activities and oversee the procurement phase of the contracting process. A member of the Senior Management or Selected Exempt Service must appoint the PM in writing, ensure that the PM is properly qualified to perform his or her duties, and is properly supervised and supported. The PM's written appointment document is stored in the Contract File.
Public Meeting	The Department must hold all meetings as public meetings and give notice of the meeting, hearing, or workshop by publication in the Florida Administrative Register and on the Department's website not less than seven days before the event. The notice must include a statement of the general subject matter to be considered.
Responsive Vendor	A Responsive Vendor is a vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the Solicitation.
SER	The Southeast Region (SER) consists of Circuit 15 (Palm Beach County); Circuit 17 (Broward County); and Circuit 19 (Indian River, Martin, Okeechobee, and St. Lucie Counties).
Solicitation	A Solicitation is any request to submit offers or quotations to the Department.
SR	The Southern Region (SR) consists of Circuit 11 (Miami-Dade County) and Circuit 16 (Monroe County).
The Children's Trust	Per their website (www.thechildrenstrust.org), The Children's Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County.

GOVERNING DIRECTIVES
Case Number: 2018-0110

I. *The Florida Statutes (F.S.) contains the following information in pertinent parts:*

§ 287.001 Legislative intent. –

The Legislature recognizes that fair and open competition is a basic tenet of public procurement; that such competition reduces the appearance and opportunity for favoritism and inspires public confidence that contracts are awarded equitably and economically; and that documentation of the acts taken and effective monitoring mechanisms are important means of curbing any improprieties and establishing public confidence in the process by which commodities and contractual services are procured. It is essential to the effective and ethical procurement of commodities and contractual services that there be a system of uniform procedures to be utilized by state agencies in managing and procuring commodities and contractual services; that detailed justification of agency decisions in the procurement of commodities and contractual services be maintained; and that adherence by the agency and the vendor to specific ethical considerations be required.

§ 287.057 Procurement of commodities or contractual services. –

(17)(a)1. Each agency must avoid, neutralize, or mitigate significant potential organizational conflicts of interest before a contract is awarded. If the agency elects to mitigate the significant potential organizational conflict or conflicts of interest, an adequate mitigation plan, including organizational, physical, and electronic barriers, shall be developed.

(17)(b)1. An agency head may not proceed with a contract award under subparagraph (a)2. if a conflict of interest is based upon the vendor gaining an unfair competitive advantage.

2. An unfair competitive advantage exists when the vendor competing for the award of a contract obtained:

- a. Access to information that is not available to the public and would assist the vendor in obtaining the contract; or
- b. Source selection information that is relevant to the contract but is not available to all competitors and that would assist the vendor in obtaining the contract.

§ 20.19 Department of Children and Families

(5) Community Alliances. —

- (a) The department shall, in consultation with local communities, establish a community alliance or similar group of the stakeholders, community leaders, client representatives and funders of human services in each county to provide a focal point for community participation and governance of community-based services. An alliance may cover more than one county when such arrangement is determined to provide for more effective representation. The community alliance shall represent the diversity of the community.

§ 112.311 Legislative intent and declaration of policy. —

(5) It is hereby declared to be the policy of the state that no officer or employee of a state agency or of a county, city, or other political subdivision of the state, and no member of the Legislature or legislative employee, shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his or her duties in the public interest. To implement this policy and strengthen the faith and confidence of the people of the state in their government, there is enacted a code of ethics setting forth standards of conduct required of state, county, and city officers and employees, and of officers and employees of other political subdivisions of the state, in the performance of their official duties. It is the intent of the Legislature that this code shall serve not only as a guide for the official conduct of public servants in this state, but also as a basis for discipline of those who violate the provisions of this part.

(6) It is declared to be the policy of the state that public officers and employees, state and local, are agents of the people and hold their positions for the benefit of the public. They are bound to uphold the Constitution of the United States and the State Constitution and to perform efficiently and faithfully their duties under the laws of the federal, state, and local governments. Such officers and employees are bound to observe, in their official acts, the highest standards of ethics consistent with this code and the advisory opinions rendered with respect hereto regardless of personal considerations, recognizing that promoting the public interest and maintaining the respect of the people in their government must be of foremost concern.

§ 112.313 Standards of conduct for public officers, employees of agencies, and local government attorneys. —

(1) **DEFINITION.** — As used in this section, unless the context otherwise requires, the term “public officer” includes any person elected or appointed to

hold office in any agency, including any person serving on an advisory body.

- (6) MISUSE OF PUBLIC POSITION. — No public officer, employee of an agency, or local government attorney shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. This section shall not be construed to conflict with s. 104.31.
- (8) DISCLOSURE OR USE OF CERTAIN INFORMATION. — A current or former public officer, employee of an agency, or local government attorney may not disclose or use information not available to members of the general public and gained by reason of his or her official position, except for information relating exclusively to governmental practices, for his or her personal gain or benefit or for the personal gain or benefit of any other person or business entity.

§ 409.987 Lead agency procurement. —

- (5) The department's procurement team procuring any lead agencies' contracts must include individuals from the community alliance in the area to be served under the contract. All meetings at which vendors make presentations to or negotiate with the procurement team shall be held in the area to be served by the contract.

§ 409.996 Duties of the Department of Children and Families. —

- (21) The department shall periodically, and before procuring a lead agency, solicit comments and recommendations from the community alliance established in s. 20.19(5), any other community groups, or public hearings. The recommendations must include, but are not limited to:
 - (a) The current and past performance of a lead agency.
 - (b) The relationship between a lead agency and its community partners.
 - (c) Any local conditions or service needs in child protection and child welfare.

§ 119.01 General state policy on public records. —

- (1) It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency.

§ 286.011 Public meetings and records; public inspection; criminal and civil penalties. –

- (1) All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, except as otherwise provided in the Constitution, including meetings with or attended by any person elected to such board or commission, but who has not yet taken office, at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting. The board or commission must provide reasonable notice of all such meetings.

§ 286.0113 General exemptions from public meetings. –

- (2)(b)1. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.
2. Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

- (2)(c)1. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.
2. The recording of, and any records presented at, the exempt meeting are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier.

II. The Florida Administrative Code (F.A.C) contains the following information in pertinent parts:

60L-36.005 Disciplinary Standards

- (1) This rule sets forth the minimal standards of conduct that apply to all employees in the State Personnel System, violation of which may result in dismissal.
- (3) Employees outside the permanent career service may be dismissed at will. Permanent career service employees may be suspended or dismissed only

for cause, which shall include, but not be limited to, the following. Examples under the categories listed below are not exhaustive.

(2) Violation of law or agency rules. Employees shall abide by the law and applicable rules and policies and procedures, including those of the employing agency and the rules of the State Personnel System. All employees are subject to Part III of Chapter 112, Florida Statutes, governing standards of conduct, which agencies shall make available to employees. An agency may determine that an employee has violated the law even if the violation has not resulted in arrest or conviction.

Employees shall abide by both the criminal law, for example, drug laws, and the civil law, for example, laws prohibiting sexual harassment and employment discrimination.

(f) Conduct unbecoming a public employee. Employees shall conduct themselves, on and off the job, in a manner that will not bring discredit or embarrassment to the state.

2. Employees shall maintain high standards of honesty, integrity, and impartiality. Employees shall place the interests of the public ahead of personal interests.

Employees shall not use, or attempt to use, their official position for personal gain or confidential information for personal advantage.

III. *CFOP 60-55 contains the following information in pertinent parts:*

CFOP 60-55 Standards of Conduct and Standards for Disciplinary Action for all Employees in the State Personnel System

1-8. Standards of Conduct

c. The following are the minimal Standards of Conduct that apply to all employees in the Department, violation of which may result in discipline up to and including dismissal.

(5) **Violation of the Provisions of Law or Agency Rules.** Employees shall abide by the law and applicable rules and policies and procedures, including those of the employing agency and the rules of the State Personnel System. All employees are subject to Part III of Chapter 112, Florida Statutes, governing standards of conduct, which the Department shall make available to employees. The Department may determine that an employee has violated the law even if the violation has not resulted in arrest or conviction. Employees shall abide by both the criminal laws, for example, drug laws, and the civil law, for example, laws prohibiting sexual harassment and employment discrimination.

(6) Conduct Unbecoming a Public Employee. Employees shall conduct themselves, on and off the job, in a manner that will not bring discredit or embarrassment to the state.

(b) Employees shall maintain high standards of honesty, integrity, and impartiality. Employees shall place the interests of the public ahead of personal interests. Employees shall not use, or attempt to use, their official position for personal gain or confidential information for personal advantage.

CFOP 75-2 Contract Management System for Contractual Services

- Chapter 1 – Overview of Procurement and Method of Procurement Decision
- Chapter 2 – Supplemental Procurement Policies to Playbook

2-5. State and Federal Procurement States and Regulations.

a. State. General procurement requirements for Florida's state agencies are found in Chapter 287, F.S., and in Chapter 60A-1, F.A.C.

b. Federal.

(3) Employee Ethics. Employee ethics, as related to contracting activities, are below

- c. Employees are prohibited from revealing client names or other confidential information from Department or vendor records to unauthorized persons.
- d. Employees are expected to conduct themselves in a manner that favorably reflects upon the State, the Department, and themselves. The Department states that certain employee conduct will not be tolerated.
- e. See the following publications for more information: Children and Families Pamphlet (CFP) 60-1, Employee Handbook; CFOP 60-5, Chapters 5 and 11 (Code of Ethics for Public Officers and Employees, and Employee Relationships with Regulated Entities); CFOP 60-30, Chapter 3, Additional Employment Outside State Government; CFOP 60-52, Prohibition of Employees To Serve as Guardians Ad Litem; and CFOP 60-55, Chapter 1, Standards of Conduct and Standards for Disciplinary Action for Department Employees

IV. The Department of Children and Families Procurement and Contracting Playbook.

- Chapter 1 – Introduction
- Chapter 2 – Planning
- Chapter 6 – Invitation to Negotiate Process